

NOTICE OF REGULAR MEETING
OF THE
CHICKASHA CITY COUNCIL

In compliance with Title 25, Oklahoma Statutes, Section 301-314, the Oklahoma Open Meeting Act, including the posting of notice and agenda, be advised that the Chickasha City Council, Chickasha Municipal Authority, and Chickasha Municipal Airport Authority of the City of Chickasha, Oklahoma, will conduct a **REGULAR MEETING ON MONDAY, JANUARY 6, 2020, AT 6:30 PM**. Said meeting will be held in the Council Chambers, City Hall, 117 North 4th Street, Chickasha, Oklahoma.

The City of Chickasha encourages participation from all its citizens. If participation is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

Agenda items are attached.

I, Susan M. McDaniel, City Clerk, posted this Agenda on the official City of Chickasha bulletin board in the Municipal Building, 117 North 4th Street Chickasha, OK, 73018, which is accessible to the public twenty-four hours each day at 4:30 p.m. on Thursday, January 2, 2020.



Susan McDaniel

Sworn to and subscribed before me on this the day 2nd of January, 2020.

My Commission Expires: 10-1-2022



Notary Commission
14008829

Notary Public, State of Oklahoma

CHICKASHA CITY COUNCIL

AGENDA

LOCATION OF MEETING
CITY HALL COUNCIL CHAMBERS
117 NORTH FOURTH STREET
CHICKASHA, OKLAHOMA 73018

TIME OF MEETING
6:30 PM

DATE OF MEETING
JANUARY 6, 2020

1. **Call to Order / Roll Call / Opening Prayer / Pledge of Allegiance.**
2. **Citizen Comments.**
3. **Council Communications.**
 - a. Presentation by City Manager to the City of Chickasha's "Employee of the Quarter"
4. **Consent Docket:**
 - a. Acceptance of the Minutes of the December 2, 2019 regular meeting and the Minutes of the December 5, 2019 special meeting.
 - b. Acceptance of Claims List.
 - c. Acceptance of Financials for November, 2019.
 - d. Acceptance and receipt of new oil well bonds for Roan Resources, authorize the Mayor and City Clerk to execute new bonds and authorize the release of the existing bonds.
 - e. Acceptance of the agreement for 2020 State Aid Grant from the Oklahoma Department of Libraries, authorize the Mayor and the Library Director to sign the agreement.
5. **Discussion/Approval of Items Removed from Consent Docket:**
6. **Discussion and Consideration**

- a. Public Hearing requesting closing a public way or easement located at the 2800 block of West Frisco Ave.
- b. Discussion, consideration and possible action to approve Ordinance 2020-01 -Closing the west 1182 feet of West Frisco Ave.
- c. Public Hearing requesting closing a public way or easement located at the Alley behind 117 S. 4th Street.
- d. Discussion, consideration and possible action to approve Ordinance 2020- XX -Closing the Alley behind 117 S. 4th Street.
- e. Discussion, consideration and possible action on acceptance of a grant from Oklahoma Electric Foundation (OEC) for various safety/medical equipment for patrol officers.
- f. Discussion, consideration and possible action to approve a grant from the Oklahoma Office of Homeland Security for hazardous materials monitoring equipment.
- g. Discussion, consideration and possible action to approve the bid solicitation process for Project COC 2001.
- h. Discussion, consideration and possible action to renew Cemetery Maintenance Contract with Jeffrey Wynn.

7. Executive Session:

8. Motion to Adjourn.



City of
CHICKASHA

Meeting Type: City Council Agenda 1-6-2020

Meeting Date: 1/6/2020

Department: Human Resources

Agenda Item No. 3.a.

AGENDA ITEM: Presentation by City Manager to the City of Chickasha's "Employee of the Quarter"

I. BACKGROUND/DESCRIPTION:

City Manager John Noblitt will present the "Employee of the Quarter" recipient Elgin Rich Jr., Street Maintenance, for the 1st Quarter of 2020.

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Leasa Furr, Administrative Services	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: January 6, 2020	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: City Council Agenda 1-6-2020

Meeting Date: 1/6/2020

Department: City Clerk

Agenda Item No. 4.a.

AGENDA ITEM: Acceptance of the Minutes of the December 2, 2019 regular meeting and the Minutes of the December 5, 2019 special meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Minutes of the December 2, 2019 regular meeting and the Minutes of the December 5, 2019 special meeting.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Susan M. McDaniel, City Clerk	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: January 6, 2020	(From)		

V. ATTACHMENTS:

1. City 12-2-2019

2. City 12-5-2019 - Special Meeting

December 2, 2019

The **REGULAR** meeting of the **CHICKASHA CITY COUNCIL** was held in the council chambers in city hall on the 2nd day of December 2019 as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Mayor Mosley called the meeting to order at 6:30 p.m.

ITEM 1. Call to Order / Roll Call / Opening Prayer / Pledge of Allegiance

MAYOR AND COUNCIL

PRESENT: Chris Mosley, Mayor
Kimberly Loggins, Vice-Mayor
Jim Hopkins
Oscar Nelson
David Sikes
Joseph Molder
Zachary Grayson
R. P. Ashanti-Alexander

ABSENT: Tom Rose

STAFF

PRESENT: John Noblitt, City Manager
Amanda Mullins, City Attorney
Leasa Furr, Administrative Services Director
Susan McDaniel, City Clerk
Gene Winsett, Community Development Director
Brian Zalewski, Fire Chief
Kathryn Rowell, Police Chief
Lillie Huckaby, Library Director
Shae Mortimer, Marketing & Civic Engagement Manager

ABSENT: David Buchanan, Public Works Director
Kyle Marks, Parks & Rec Director

Council Member Ashanti-Alexander gave the invocation and Council Member Grayson lead the Pledge of Allegiance.

ITEM 2. **Citizen Comments:**

(City Council Rules and Regulations limit visitor comments to a maximum of three minutes.)

Tommy Howell, DAV – gave report on services provided by Disabled American Veterans facility.

Torry Wise, Chickasha, OK – Spoke regarding de-annexing Curtis Hart property.

Danny Black, Chickasha, OK – Spoke regarding the Muscle Car Ranch.

ITEM 3. **Council Communications.**

Chickasha Teachers of the Year were introduced by Mayor Mosley.

Council Member Nelson commented about the lack of curbs on new construction.

Mayor Mosley set a Special Council meeting for December 5, 2019 @ 6:00 p.m.

ITEM 4. **Consent Docket: ITEM 4a through ITEM 4c.**

ITEM 4a. **Acceptance of the minutes for the November 18, 2019 regular meeting.**

ITEM 4b. **Acceptance of Claims List.**

*Motion by Council Member Sikes, second by Council Member Grayson to approve the Consent Docket: ITEM 4a thru Item 4b.

Roll call vote:

Ayes:” Nelson, Sikes, Loggins, Hopkins, Grayson, Ashanti-Alexander, Molder and Mosley

“Nays:” None

“Abstain:” None

Motion carried. 8-0

ITEM 5. **Discussion/Approval of Items Removed from Consent Docket:**

No Action Taken.

ITEM 6. **Consideration and Discussion Items:**

ITEM 6a. **Discussion, consideration and possible action to approve an ordinance approving the Use on Review for a liquor store to be located at 1523 Stewart Drive.**

*Motion by Council Member Nelson second by Council Member Hopkins to approve Ordinance 2019-32 approving the Use on Review at 1523 Stewart Drive.

City Council Meeting 12-2-2019
6:30 p.m.

Roll call vote:

Ayes:” Sikes, Loggins, Nelson, Hopkins, Grayson, Molder and Mosley.
“Nays:” Ashanti-Alexander
“Abstain:” None.
Motion carried. 7-1

ITEM 6b. Discussion, consideration and possible action to accept bid COC-1824 for the Valley Gutter Construction project as complete.

*Motion by Council Member Ashanti-Alexander second by Council Member Hopkins to accept project as complete and place maintenance bond into effect and approve final payment to WW Builders, Inc. in the amount of \$21,782.00.

Roll call vote:

“Ayes:” Hopkins, Nelson, Sikes, Loggins, Grayson, Ashanti-Alexander, Molder and Mosley.
“Nays:” None.
“Abstain:” None.
Motion carried. 8-0

ITEM 6c. Discussion, consideration and possible action to re-award bid COC-1901 for the Country Club Road Street repairs.

*Motion by Council Member Hopkins second by Council Member Ashanti-Alexander to award bid COC-1901 to Bordwine Development in the amount of \$23,040.00.

Roll call vote:

“Ayes:” Hopkins, Nelson, Sikes, Loggins, Grayson, Ashanti-Alexander, Molder and Mosley.
“Nays:” None.
“Abstain:” None.
Motion carried. 8-0

ITEM 6d. Discussion, consideration and possible action to adopt an ordinance to amend our joinder agreement with Oklahoma Municipal Retirement Fund so that the plan is in compliance with updated IRS regulations.

*Motion by Council Member Hopkins second by Council Member Loggins to adopt Ordinance 2019-33 and authorize the City Clerk and Mayor to execute the joinder agreement.

Roll call vote:

City Council Meeting 12-2-2019
6:30 p.m.

“Ayes:” Hopkins, Nelson, Sikes, Loggins, Grayson, Ashanti-Alexander, Molder and Mosley.
“Nays:” None.
“Abstain:” None.
Motion carried. 8-0

ITEM 6e. Discussion, consideration and possible action to approve Resolution No. 2019-21R and authorize the Mayor to issue the Election Proclamation – A resolution of the Mayor and Council of the City of Chickasha, Grady County, State of Oklahoma, calling for a Non-Partisan Regular Election for the purposes of electing officers of the City of Chickasha, setting a date for said election, setting the filing period for the purpose of allowing qualified candidates to file a declaration of candidacy, setting forth the qualification for office, setting a final presentment date to the county election board, and setting a final date for publication.

*Motion by Council Member Loggins second by Council Member Grayson to approve Resolution 2019-21R and authorize the Mayor to issue the Election Proclamation – A resolution of the Mayor and Council of the City of Chickasha, State of Oklahoma, calling for a Non-Partisan Regular Election for the purposes of electing officers of the City of Chickasha, setting a date for said election, setting the filing period for the purpose of allowing qualified candidates to file a declaration of candidacy, setting for the qualifications for office, setting a final presentment date to the county election board, and setting a find date for publication.

Roll call vote:

“Ayes:” Hopkins, Nelson, Sikes, Loggins, Grayson, Ashanti-Alexander, Molder and Mosley.
“Nays:” None.
“Abstain:” None.
Motion carried. 8-0

ITEM 6f. Discussion, consideration and possible action to adopt a resolution for a Safe Routes to School Policy.

*Motion by Council Member Ashanti-Alexander second by Council Member Grayson to approve the Resolution 2019-22R and adopt the Safe Routes to School policy.

Roll call vote:

“Ayes:” Hopkins, Nelson, Sikes, Loggins, Grayson, Ashanti-Alexander, Molder and Mosley.
“Nays:” None.
“Abstain:” None.
Motion carried. 8-0

ITEM 7

ITEM 7a. Discussion, consideration and possible action to enter into an executive session to discuss confidential communications between the City and City's Attorneys concerning a pending investigation, claim or action which the City with the advice of the City's Attorneys, has determined that disclosure will seriously impair the ability of the City to process the claim or conduct the pending investigation, litigation or proceeding in the public interest in compliance with its duty of confidentiality under the provisions of 25 O. S. §307B(4). (City of Chickasha v Word Industries Fabrication LLC & Apache Coves, LLC)

*Motion by Council Member Loggins second by Council Member Grayson to enter into executive session.

Roll call vote:

"Ayes:" Hopkins, Nelson, Sikes, Loggins, Grayson, Ashanti-Alexander, Molder and Mosley.

"Nays:" None.

"Abstain:" None.

Motion carried. 8-0

Entered into Executive Session at 6:56 p.m.

Reconvened regular session at 7:08 p.m.

ITEM 7b. Discussion, consideration and possible action to reconvene open session and take appropriate action on any matters discussion in executive session (including possible approval of a Settlement Agreement among the parties whereby the properties pledged as collateral for the loan will be conveyed to CMA in satisfaction of indebtedness).

Roll call:	Hopkins -	Present
	Nelson -	Present
	Sikes -	Present
	Loggins -	Present
	Grayson -	Present
	Ashanti-Alexander -	Present
	Molder -	Present
	Mosley -	Present

*Motion by Council Member Hopkins second by Council Member Grayson to authorize City Manager and Staff to approve settlement agreement with Word Industries

City Council Meeting 12-2-2019
6:30 p.m.

Fabrications, LLC and Apache Coves, LLC and authorize City Manager and Staff to execute the agreement.

Roll call vote:

“Ayes:” Hopkins, Nelson, Sikes, Loggins, Grayson, Ashanti-Alexander,
Molder and Mosley.
“Nays:” None.
“Abstain:” None.
Motion carried. 8-0

*Motion by Council Member Hopkins second by Council Member Loggins to approve the transfer of promissory note and any settlement to the Chickasha Municipal Authority and authorize City Manager and Staff to execute the necessary documents.

Roll call vote:

“Ayes:” Hopkins, Nelson, Sikes, Loggins, Grayson, Ashanti-Alexander,
Molder and Mosley.
“Nays:” None.
“Abstain:” None.
Motion carried. 8-0

ITEM 8 **Motion to adjourn.**

*Motion by Council Member Hopkins and second by Council Member Ashanti-Alexander to adjourn.

Roll call vote:

“Ayes:” Hopkins, Nelson, Sikes, Loggins, Grayson, Ashanti-Alexander,
Molder and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 8-0

TIME: 7:09 P.M.

Chris Mosley, Mayor

ATTEST:

Susan M. McDaniel, City Clerk

Approved this 6th day of January 2020.

December 5, 2019

The **SPECIAL** meeting of the **CHICKASHA CITY COUNCIL** was held in the council chambers in city hall on the 5th day of December 2019 as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Mayor Mosley called the meeting to order at 6:00 p.m.

ITEM 1. **Call to Order / Roll Call / Opening Prayer / Pledge of Allegiance**

MAYOR AND COUNCIL

PRESENT: Chris Mosley, Mayor
 Kimberly Loggins, Vice-Mayor
 Jim Hopkins
 Oscar Nelson
 Zachary Grayson
 Joseph Molder
 R. P. Ashanti-Alexander – Arrived @6:38 p.m.
 Tom Rose

ABSENT: David Sikes

STAFF

PRESENT: John Noblitt, City Manager
 Amanda Mullins, City Attorney
 Leasa Furr, Administrative Services Director
 Susan McDaniel, City Clerk

Council Member Nelson gave the invocation and Council Member Hopkins lead the Pledge of Allegiance.

ITEM 2. **Citizen Comments:**

(City Council Rules and Regulations limit visitor comments to a maximum of three minutes.)

ITEM 3. **Council Communications.**

Council Member Grayson commented on an officer removing trash from the middle of the road to prevent vehicles from hitting it.

ITEM 4. **Consent Docket:**

ITEM 5. **Discussion/Approval of Items Removed from Consent Docket:**

No Action Taken.

ITEM 6. **Consideration and Discussion Items:**

ITEM 6a. **Discussion, consideration and possible action to approve Change Order Number 1 for Bid No. COC-1831 Shannon Springs Bath House in the amount of \$4,500.00.**

*Motion by Council Member Ashanti-Alexander second by Council Member Loggins to approve Change Order Number 1 for Bid No. COC-1831 Shannon Springs Bath House in the amount of \$4,500.00.

Roll call vote:

Ayes:"	Ashanti-Alexander, Loggins, Grayson, Molder, Rose, Hopkins, Nelson and Mosley.
"Nays:"	None
"Abstain:"	None.
Motion carried.	8-0

ITEM 6b. **Discussion, consideration and possible action to approve final payment of Bid No. COC-1831 Shannon Springs Bathhouse Renovation in the amount of \$107,790.00 and accept the project as completed.**

*Motion by Council Member Hopkins second by Council Member Ashanti-Alexander to accept Bid No. COC-1831 Shannon Springs Bathhouse Renovations as complete and authorize the final payment in the amount of \$107,790.00

Roll call vote:

"Ayes:"	Hopkins, Nelson, Loggins, Grayson, Ashanti-Alexander, Molder, Rose and Mosley.
"Nays:"	None.
"Abstain:"	None.
Motion carried.	8-0

ITEM 7

Executive Session:

- ITEM 7a.** **Discussion, consideration and possible action to enter into Executive Session to discuss negotiations concerning employees and representatives of employee groups under the provisions of 25 O.S. §307B(2). The purpose of the proposed Executive Session is to:**
- a. Discuss the possible adoption of a memorandum of understanding addressing confidential employee matters between the City of Chickasha and the FOP, Lodge No. 129.**

*Motion by Council Member Loggins second by Council Member Grayson to enter into executive session.

Roll call vote:

“Ayes:”	Hopkins, Nelson, Loggins, Grayson, Ashanti-Alexander, Molder, Rose and Mosley.
“Nays:”	None.
“Abstain:”	None.
Motion carried.	8-0

Entered into Executive Session at 6:04 p.m.

Reconvene Executive Session at 6:26 p.m.

- ITEM 7b.** **Discussion, consideration and possible action to reconvene open session and take action on matters discussed in executive session concerning:**
- Discussion, consideration and possible action on items discussed in executive session including possible adoption of a memorandum of understanding addressing confidential employee matters between the City of Chickasha and FOP, Lodge No. 129.**

*Motion by Council Member Hopkins second by Council Member Loggins to authorize City Staff and Mayor to enter into a Memorandum of Understanding between the City of Chickasha and FOP Lodge 129, pending acceptance by FOP Lodge 129.

Roll call vote:

“Ayes:”	Hopkins, Nelson, Loggins, Grayson, Ashanti-Alexander, Molder, Rose and Mosley.
“Nays:”	None.
“Abstain:”	None.
Motion carried.	8-0

Item 8. **Motion to adjourn.**

*Motion by Council Member Nelson and second by Council Member Ashanti-Alexander to adjourn.

Roll call vote:

“Ayes:” Nelson, Loggins, Grayson, Ashanti-Alexander, Molder, Hopkins,
Rose and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 8-0

TIME: 6:27 P.M.

Chris Mosley, Mayor

ATTEST:

Susan M. McDaniel, City Clerk

Approved this 6th day of January 2020.



City of
CHICKASHA

Meeting Type: City Council Agenda 1-6-2020

Meeting Date: 1/6/2020

Department: Finance

Agenda Item No. 4.b.

AGENDA ITEM: Acceptance of Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Claims List.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Leasa Furr, Administrative Services Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: January 6, 2020	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: City Council Agenda 1-6-2020

Meeting Date: 1/6/2020

Department: Finance

Agenda Item No. 4.c.

AGENDA ITEM: Acceptance of Financials for November, 2019.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Leasa Furr, Administrative Services Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: January 6, 2020	(From)		

V. ATTACHMENTS:

1. November, 2019 Financials

FINANCIAL STATEMENT (UNAUDITED)

AS OF: NOVEMBER 30TH, 2019

-GENERAL FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>VENUE SUMMARY</u>							
PERMITS	113,750.00	12,124.94	0.00	73,123.58	0.00	40,626.42	64.28
LICENSES	61,650.00	1,971.33	0.00	40,369.33	0.00	21,280.67	65.48
CEMETERY	85,000.00	5,002.50	0.00	36,611.25	0.00	48,388.75	43.07
FEES	139,804.00	5,890.26	0.00	53,486.18	0.00	86,317.82	38.26
RENT	5,000.00	0.00	0.00	515.00	0.00	4,485.00	10.30
POLICE FINES	11,000.00	0.00	0.00	0.00	0.00	11,000.00	0.00
STATE TAX	13,500,000.00	1,155,052.70	0.00	5,987,703.75	0.00	7,512,296.25	44.35
OTHER TAX	888,000.00	89,095.36	0.00	427,239.57	0.00	460,760.43	48.11
FRANCHISE TAX	592,000.00	54,673.29	0.00	241,871.58	0.00	350,128.42	40.86
GRANTS AND DONATIONS	22,717.00	45,000.00	0.00	47,688.00	0.00	(24,971.00)	209.92
OIL & GAS	50,000.00	0.00	0.00	0.00	0.00	50,000.00	0.00
SWIMMING POOL/SPORTS COM	91,000.00	2,988.36	0.00	26,385.73	0.00	64,614.27	29.00
MISC REVENUES	60,000.00	71.00	0.00	14,102.65	0.00	45,897.35	23.50
TRANSFER OTHER FUNDS-EQU	255,000.00	22,053.45	0.00	95,390.61	0.00	159,609.39	37.41
INTEREST	10,900.00	566.03	0.00	6,684.82	0.00	4,215.18	61.33
* TOTAL REVENUES ***	15,885,821.00	1,394,489.22	0.00	7,051,172.05	0.00	8,834,648.95	44.39
=====							

EXPENDITURE SUMMARY

01-ADMINISTRATION	444,587.00	28,439.18	0.00	156,820.97	1,096.70	286,669.33	35.52
04-EMERGENCY MANAGEMENT	58,850.00	8,289.78	0.00	40,393.70	0.00	18,456.30	68.64
02-FIRE DEPARTMENT-PS	320,912.00	28,098.91	0.00	144,674.13	3,839.79	172,398.08	46.28
21-FIRE OPERATIONS	2,505,554.00	181,423.88	0.00	864,647.91	2,413.60	1,638,492.49	34.61
03-POLICE DEPARTMENT-PS	710,039.00	27,123.61	0.00	256,904.72	22,835.06	430,299.22	39.40
41-PATROL SERVICES	2,834,846.00	201,483.94	0.00	1,081,092.61	34,250.94	1,719,502.45	39.34
42-INVESTIGATIONS	400,762.00	22,454.44	0.00	125,973.58	0.00	274,788.42	31.43
43-ANIMAL CONTROL	169,965.00	10,408.93	900.00	55,043.83	950.00	114,871.17	32.41
44-MUNICIPAL COURT	65,763.00	4,635.72	0.00	25,309.62	0.00	40,453.38	38.49
45-DISPATCH	313,128.00	21,394.29	0.00	103,289.90	700.00	209,138.10	33.21
46-NEIGHBORHOOD SERVICES	167,645.00	7,415.29	0.00	40,462.78	7,637.96	119,544.26	28.69
51-PARK MAINTENANCE	484,958.00	41,006.13	0.00	194,419.34	25,872.40	264,666.26	45.42
52-SPORTS COMPLEX	264,736.00	19,873.67	0.00	153,602.54	9,350.71	101,782.75	61.55
06-CEMETERY MAINTENANC-C	137,300.00	9,019.58	0.00	38,743.95	0.00	98,556.05	28.22
08-LIBRARY - C&R	481,817.00	36,960.33	0.00	195,809.24	28,396.08	257,611.68	46.53
09-STREET & STORM	654,274.00	42,674.89	0.00	177,099.92	17,171.21	460,002.87	29.69
10-FLEET	66,757.00	4,841.71	0.00	26,599.22	172.40	39,985.38	40.10
14-FINANCE-GG	421,735.00	16,347.79	0.00	90,462.81	30,590.41	300,681.78	28.70
07-HUMAN RESOURCES	86,217.00	4,776.35	0.00	25,684.27	346.28	60,186.45	30.19
16-COMM DEVEL/PLAN SERV	198,104.00	12,293.19	0.00	63,918.69	0.00	134,185.31	32.27
18-BUILDING SERVICES	144,802.00	11,540.60	0.00	57,269.48	19,080.40	68,452.12	52.73
17-GENERAL GOVERNMENT-GG	8,031,356.00	621,700.68	0.00	3,324,253.29	21,918.12	4,685,184.59	41.66
70-GRANT(S)	45,000.00	0.00	0.00	22,350.24	0.00	22,649.76	49.67
* TOTAL EXPENDITURES ***	19,009,107.00	1,362,202.89	900.00	7,264,826.74	226,622.06	11,518,558.20	39.41
=====							

REVENUE OVER (UNDER) EXPENDITURES * (3,123,286.00) 32,286.33 900.00 (213,654.69) (226,622.06) (2,683,909.25) 14.07

FINANCIAL STATEMENT (UNAUDITED)

AS OF: NOVEMBER 30TH, 2019

) -DONATIONS FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>VENUE SUMMARY</u>							
DONATIONS	12,600.00	12,220.00	0.00	18,015.00	0.00	(5,415.00)	142.98
INTEREST	100.00	18.73	0.00	90.85	0.00	9.15	90.85
REV CATG 4701	<u>1,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,000.00</u>	<u>0.00</u>
* TOTAL REVENUES ***	13,700.00	12,238.73	0.00	18,105.85	0.00	(4,405.85)	132.16
<u>EXPENDITURE SUMMARY</u>							
20-DONATIONS-GG	<u>51,980.00</u>	<u>608.00</u>	<u>0.00</u>	<u>2,617.56</u>	<u>1,900.00</u>	<u>47,462.44</u>	<u>8.69</u>
* TOTAL EXPENDITURES ***	51,980.00	608.00	0.00	2,617.56	1,900.00	47,462.44	8.69
REVENUE OVER (UNDER) EXPENDITURES *(	38,280.00)	11,630.73	0.00	15,488.29	(1,900.00)	(51,868.29)	35.50-

FINANCIAL STATEMENT (UNAUDITED)

AS OF: NOVEMBER 30TH, 2019

22-TAX INCREMENT DISTRICT
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
OTHER TAX	140,000.00	0.00	0.00	807.00	0.00	139,193.00	0.58
TRANSFER OTHER FUNDS-EQU	180,000.00	0.00	0.00	45,039.24	0.00	134,960.76	25.02
INTEREST	0.00	0.03	0.00	38.69	0.00	38.69	0.00
* TOTAL REVENUES ***	320,000.00	0.03	0.00	45,884.93	0.00	274,115.07	14.34
<u>EXPENDITURE SUMMARY</u>							
22-TAX INCREMENT DISTRICT	355,940.00	0.00	0.00	200,747.89	0.00	155,192.11	56.40
* TOTAL EXPENDITURES ***	355,940.00	0.00	0.00	200,747.89	0.00	155,192.11	56.40
REVENUE OVER (UNDER) EXPENDITURES *	(35,940.00)	0.03	0.00	(154,862.96)	0.00	118,922.96	430.89

FINANCIAL STATEMENT (UNAUDITED)

AS OF: NOVEMBER 30TH, 2019

EMERGENCY MED SERV FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
EMS FEES	1,413,500.00	92,095.50	0.00	508,772.05	0.00	904,727.95	35.99
GRANTS AND DONATIONS	460,000.00	0.00	0.00	0.00	0.00	460,000.00	0.00
MISC REVENUES	1,000.00	0.00	0.00	42.88	0.00	957.12	4.29
INTEREST	100.00	1.34	0.00	16.56	0.00	83.44	16.56
* TOTAL REVENUES ***	1,874,600.00	92,096.84	0.00	508,831.49	0.00	1,365,768.51	27.14
=====							
<u>EXPENDITURE SUMMARY</u>							
02-FIRE DEPARTMENT-PS	2,299,674.00	174,492.45	0.00	825,796.46	511,619.99	962,257.55	58.16
* TOTAL EXPENDITURES ***	2,299,674.00	174,492.45	0.00	825,796.46	511,619.99	962,257.55	58.16
=====							
REVENUE OVER (UNDER) EXPENDITURES *(	425,074.00)	(82,395.61)	0.00	(316,964.97)	(511,619.99)	403,510.96	194.93
=====							

FINANCIAL STATEMENT (UNAUDITED)

AS OF: NOVEMBER 30TH, 2019

S -CHICKASHA INDUST AUTH

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
DONATIONS	9,700.00	808.23	0.00	4,041.15	0.00	5,658.85	41.66
TRANSFER OTHER FUNDS-EQU	700,000.00	66,354.61	0.00	317,243.00	0.00	382,757.00	45.32
INTEREST	<u>1,000.00</u>	<u>121.05</u>	<u>0.00</u>	<u>697.16</u>	<u>0.00</u>	<u>302.84</u>	<u>69.72</u>
* TOTAL REVENUES ***	<u>710,700.00</u>	<u>67,283.89</u>	<u>0.00</u>	<u>321,981.31</u>	<u>0.00</u>	<u>388,718.69</u>	<u>45.30</u>
<u>EXPENDITURE SUMMARY</u>							
25-CHICKASHA INDUSTRIAL	<u>1,067,200.00</u>	<u>25,064.16</u>	<u>0.00</u>	<u>247,145.99</u>	<u>8,400.00</u>	<u>811,654.01</u>	<u>23.95</u>
* TOTAL EXPENDITURES ***	<u>1,067,200.00</u>	<u>25,064.16</u>	<u>0.00</u>	<u>247,145.99</u>	<u>8,400.00</u>	<u>811,654.01</u>	<u>23.95</u>
REVENUE OVER (UNDER) EXPENDITURES * (	<u>356,500.00)</u>	<u>42,219.73</u>	<u>0.00</u>	<u>74,835.32</u>	<u>(8,400.00)</u>	<u>(422,935.32)</u>	<u>18.64-</u>

FINANCIAL STATEMENT (UNAUDITED)

AS OF: NOVEMBER 30TH, 2019

DEDICATED SALES TAX

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INTEREST	20,000.00	220.16	0.00	36,893.35	0.00	(16,893.35)	184.47
* TOTAL REVENUES ***	20,000.00	220.16	0.00	36,893.35	0.00	(16,893.35)	184.47
<u>EXPENDITURE SUMMARY</u>							
26-ED DED. SALES TAX	2,900,000.00	13,375.00	0.00	26,225.00	60,481.00	2,813,294.00	2.99
* TOTAL EXPENDITURES ***	2,900,000.00	13,375.00	0.00	26,225.00	60,481.00	2,813,294.00	2.99
REVENUE OVER (UNDER) EXPENDITURES	*(2,880,000.00)	(13,154.84)	0.00	10,668.35	(60,481.00)	(2,830,187.35)	1.73

FINANCIAL STATEMENT (UNAUDITED)

AS OF: NOVEMBER 30TH, 2019

-E-911 FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
E-911	140,000.00	12,462.83	0.00	64,620.61	0.00	75,379.39	46.16
INTEREST	600.00	104.22	0.00	541.89	0.00	58.11	90.32
* TOTAL REVENUES ***	140,600.00	12,567.05	0.00	65,162.50	0.00	75,437.50	46.35
=====							
<u>EXPENDITURE SUMMARY</u>							
27-EMERGENCY 911-PS	221,654.00	1,766.09	0.00	25,675.31	150.00	195,828.69	11.65
* TOTAL EXPENDITURES ***	221,654.00	1,766.09	0.00	25,675.31	150.00	195,828.69	11.65
=====							
REVENUE OVER (UNDER) EXPENDITURES * (	81,054.00)	10,800.96	0.00	39,487.19 (	150.00) (	120,391.19)	48.53-
=====							

FINANCIAL STATEMENT (UNAUDITED)

AS OF: NOVEMBER 30TH, 2019

-FIRE/EMS TRAINING FUND
NANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>VENUE SUMMARY</u>							
TRANSFER OTHER FUNDS-EQU	100.00	8.00	0.00	70.43	0.00	29.57	70.43
INTEREST	1.00	0.06	0.00	0.31	0.00	0.69	31.00
* TOTAL REVENUES ***	101.00	8.06	0.00	70.74	0.00	30.26	70.04
=====							
<u>EXPENDITURE SUMMARY</u>							
=====							
REVENUE OVER (UNDER) EXPENDITURES **	101.00	8.06	0.00	70.74	0.00	30.26	70.04
=====							

FINANCIAL STATEMENT (UNAUDITED)

AS OF: NOVEMBER 30TH, 2019

POLICE TRAINING FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
MISC REVENUES	0.00	0.00	0.00	2,401.54	0.00	(2,401.54)	0.00
TRANSFER OTHER FUNDS-EQU	12,000.00	1,141.59	0.00	4,861.44	0.00	7,138.56	40.51
INTEREST	61.00	5.92	0.00	29.99	0.00	31.01	49.16
* TOTAL REVENUES ***	12,061.00	1,147.51	0.00	7,292.97	0.00	4,768.03	60.47
<u>EXPENDITURE SUMMARY</u>							
03-POLICE DEPARTMENT-PS	11,300.00	260.00	0.00	7,186.35	0.00	4,113.65	63.60
* TOTAL EXPENDITURES ***	11,300.00	260.00	0.00	7,186.35	0.00	4,113.65	63.60
REVENUE OVER(UNDER) EXPENDITURES **	761.00	887.51	0.00	106.62	0.00	654.38	14.01

FINANCIAL STATEMENT (UNAUDITED)

AS OF: NOVEMBER 30TH, 2019

CHICKASHA MUNICIPAL AUTH

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
LICENSES	17,000.00	0.00	0.00	4,948.00	0.00	12,052.00	29.11
FEES	23,500.00	1,945.28	0.00	9,691.84	0.00	13,808.16	41.24
RENT	150,800.00	4,975.77	0.00	45,295.68	0.00	105,504.32	30.04
OIL & GAS	20,000.00	5,400.00	0.00	6,000.00	0.00	14,000.00	30.00
CONTRACTS/AGREEMENTS	20,000.00	0.00	0.00	0.00	0.00	20,000.00	0.00
UTILITY SERVICE	6,102,000.00	528,016.56	0.00	2,770,537.73	0.00	3,331,462.27	45.40
MISC REVENUES	25,000.00	39,626.39	0.00	46,042.79	0.00	(21,042.79)	184.17
TRANSFER OTHER FUNDS-EQU	3,338,667.00	279,708.66	0.00	1,851,994.17	0.00	1,486,672.83	55.47
INTEREST	142,500.00	2,126.03	0.00	139,425.93	0.00	3,074.07	97.84
* TOTAL REVENUES ***	9,839,467.00	861,798.69	0.00	4,873,936.14	0.00	4,965,530.86	49.53

EXPENDITURE SUMMARY

30-CMA CAPITAL	2,660,000.00	118,238.20	0.00	247,254.39	438,486.35	1,974,259.26	25.78
31-CMA GENERAL-BT	433,280.00	47,978.15	0.00	264,570.56	18,040.99	150,668.45	65.23
15-UTILITY BILLING	209,559.00	20,728.11	0.00	93,782.20	200.00	115,576.80	44.85
32-PUBLIC WORKS ADMIN-BT	323,674.00	15,700.85	0.00	92,951.19	8,632.29	222,090.52	31.38
33-SANITATION-BT	1,958,960.00	169,067.59	0.00	833,970.90	7,030.49	1,117,958.61	42.93
34-WATER PLANT-BT	1,905,650.00	97,158.19	0.00	674,084.05	102,548.35	1,129,017.60	40.75
35-WASTEWATER PLANT-BT	1,065,200.00	66,301.27	0.00	457,125.20	431,704.40	176,370.40	83.44
36-LINE MAINTENANCE-BT	555,812.00	35,708.60	3,543.56	221,398.37	25,448.61	312,508.58	43.77
37-LAKE CHICKASHA-C&R	47,260.00	0.00	0.00	26,710.11	0.00	20,549.89	56.52
38-BUILDING MAINTAENANCE	753,049.00	18,385.30	0.00	182,629.07	108,769.48	461,650.45	38.70
* TOTAL EXPENDITURES ***	9,912,444.00	589,266.26	3,543.56	3,094,476.04	1,140,860.96	5,680,650.56	42.69
REVENUE OVER (UNDER) EXPENDITURES * (72,977.00)	272,532.43	3,543.56	1,779,460.10	(1,140,860.96)	(715,119.70)	879.92-	

FINANCIAL STATEMENT (UNAUDITED)

AS OF: NOVEMBER 30TH, 2019

1 -AIRPORT

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
RENT	84,100.00	6,381.00	0.00	44,257.00	0.00	39,843.00	52.62
GRANTS AND DONATIONS	300,000.00	0.00	0.00	0.00	0.00	300,000.00	0.00
OIL & GAS	579,000.00	31,514.18	0.00	225,841.08	0.00	353,158.92	39.01
MISC REVENUES	0.00	0.00	0.00	25.00	0.00	(25.00)	0.00
INTEREST	15,000.00	157.23	0.00	20,960.27	0.00	(5,960.27)	139.74
* TOTAL REVENUES ***	978,100.00	38,052.41	0.00	291,083.35	0.00	687,016.65	29.76
=====							
<u>EXPENDITURE SUMMARY</u>							
39-AIRPORT-BT	1,698,501.00	13,156.16	0.00	135,967.34	12,947.00	1,549,586.66	8.77
* TOTAL EXPENDITURES ***	1,698,501.00	13,156.16	0.00	135,967.34	12,947.00	1,549,586.66	8.77
=====							
REVENUE OVER (UNDER) EXPENDITURES *(	720,401.00)	24,896.25	0.00	155,116.01	(12,947.00)	(862,570.01)	19.73-
=====							

FINANCIAL STATEMENT (UNAUDITED)

AS OF: NOVEMBER 30TH, 2019

CAPITAL PROJECTS FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
GRANTS AND DONATIONS	250,500.00	0.00	0.00	0.00	0.00	250,500.00	0.00
OIL & GAS	100,000.00	70.10	0.00	14,075.07	0.00	85,924.93	14.08
INTEREST	15,000.00	208.08	0.00	11,961.71	0.00	3,038.29	79.74
* TOTAL REVENUES ***	365,500.00	278.18	0.00	26,036.78	0.00	339,463.22	7.12
<u>EXPENDITURE SUMMARY</u>							
CAPITAL PROJECTS	2,136,590.00	45,026.20	0.00	406,475.24	373,340.33	1,356,774.43	36.50
* TOTAL EXPENDITURES ***	2,136,590.00	45,026.20	0.00	406,475.24	373,340.33	1,356,774.43	36.50
REVENUE OVER (UNDER) EXPENDITURES * (1,771,090.00) (44,748.02)			0.00	(380,438.46)	(373,340.33)	(1,017,311.21)	42.56

FINANCIAL STATEMENT (UNAUDITED)

AS OF: NOVEMBER 30TH, 2019

-CIP-DEDICATED SALES TAX
NANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>VENUE SUMMARY</u>							
TRANSFER OTHER FUNDS-EQU	2,676,000.00	229,076.05	0.00	1,187,339.76	0.00	1,488,660.24	44.37
INTEREST	7,500.00	483.55	0.00	10,534.73	0.00	(3,034.73)	140.46
* TOTAL REVENUES ***	2,683,500.00	229,559.60	0.00	1,197,874.49	0.00	1,485,625.51	44.64
<u>EXPENDITURE SUMMARY</u>							
53-DEDICATED SALE TAX-GG	3,455,000.00	102,987.92	0.00	485,355.39	278,043.30	2,691,601.31	22.10
* TOTAL EXPENDITURES ***	3,455,000.00	102,987.92	0.00	485,355.39	278,043.30	2,691,601.31	22.10
REVENUE OVER (UNDER) EXPENDITURES *(	771,500.00)	126,571.68	0.00	712,519.10	(278,043.30)	(1,205,975.80)	56.32-

FINANCIAL STATEMENT (UNAUDITED)

AS OF: NOVEMBER 30TH, 2019

09-STREET AND ALLEY FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
STATE TAX	29,000.00	2,955.66	0.00	12,721.64	0.00	16,278.36	43.87
OTHER TAX	115,000.00	9,323.12	0.00	49,740.90	0.00	65,259.10	43.25
INTEREST	600.00	64.73	0.00	351.37	0.00	248.63	58.56
* TOTAL REVENUES ***	144,600.00	12,343.51	0.00	62,813.91	0.00	81,786.09	43.44
<u>EXPENDITURE SUMMARY</u>							
09-STREET & STORM	470,000.00	0.00	0.00	27,441.25	28,648.75	413,910.00	11.93
* TOTAL EXPENDITURES ***	470,000.00	0.00	0.00	27,441.25	28,648.75	413,910.00	11.93
REVENUE OVER (UNDER) EXPENDITURES *	(325,400.00)	12,343.51	0.00	35,372.66	(28,648.75)	(332,123.91)	2.07-

FINANCIAL STATEMENT (UNAUDITED)

AS OF: NOVEMBER 30TH, 2019

; -CEMETERY CARE

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
CEMETERY	28,000.00	2,372.50	0.00	12,653.75	0.00	15,346.25	45.19
INTEREST	6,500.00	70.74	0.00	6,591.35	0.00	(91.35)	101.41
* TOTAL REVENUES ***	34,500.00	2,443.24	0.00	19,245.10	0.00	15,254.90	55.78
<u>EXPENDITURE SUMMARY</u>							
06-CEMETERY MAINT.-C	175,000.00	0.00	0.00	287.88	450.00	174,262.12	0.42
* TOTAL EXPENDITURES ***	175,000.00	0.00	0.00	287.88	450.00	174,262.12	0.42
REVENUE OVER(UNDER) EXPENDITURES *	(140,500.00)	2,443.24	0.00	18,957.22	(450.00)	(159,007.22)	13.17-

FINANCIAL STATEMENT (UNAUDITED)

AS OF: NOVEMBER 30TH, 2019

-WATER METER FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
DEPOSITS	80,000.00	0.00	0.00	0.00	0.00	80,000.00	0.00
INTEREST	<u>1,299.00</u>	<u>16.39</u>	<u>0.00</u>	<u>1,233.96</u>	<u>0.00</u>	<u>65.04</u>	<u>94.99</u>
* TOTAL REVENUES ***	81,299.00	16.39	0.00	1,233.96	0.00	80,065.04	1.52
<u>EXPENDITURE SUMMARY</u>							
36-LINE MAINTENANCE-BT	<u>80,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>80,000.00</u>	<u>0.00</u>
* TOTAL EXPENDITURES ***	80,000.00	0.00	0.00	0.00	0.00	80,000.00	0.00
REVENUE OVER (UNDER) EXPENDITURES **	<u>1,299.00</u>	<u>16.39</u>	<u>0.00</u>	<u>1,233.96</u>	<u>0.00</u>	<u>65.04</u>	<u>94.99</u>

FINANCIAL STATEMENT (UNAUDITED)

AS OF: NOVEMBER 30TH, 2019

POLICE BOND FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
POLICE FINES	178,500.00	20,442.83	0.00	118,758.71	0.00	59,741.29	66.53
MISC REVENUES	0.00	0.00	0.00	(1.00)	0.00	1.00	0.00
INTEREST	122.00	12.27	0.00	59.92	0.00	62.08	49.11
* TOTAL REVENUES ***	178,622.00	20,455.10	0.00	118,817.63	0.00	59,804.37	66.52
<u>EXPENDITURE SUMMARY</u>							
03-POLICE DEPARTMENT-PS	319,800.00	24,800.01	0.00	115,643.61	4,026.87	200,129.52	37.42
* TOTAL EXPENDITURES ***	319,800.00	24,800.01	0.00	115,643.61	4,026.87	200,129.52	37.42
REVENUE OVER (UNDER) EXPENDITURES *	(141,178.00)	(4,344.91)	0.00	3,174.02	(4,026.87)	(140,325.15)	0.60

FINANCIAL STATEMENT (UNAUDITED)

AS OF: NOVEMBER 30TH, 2019

-WATER RESOURCE FUND

NANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>VENUE SUMMARY</u>							
UTILITY SERVICE	514,785.00	6,123.00	0.00	30,545.00	0.00	484,240.00	5.93
INTEREST	1,000.00	13.42	0.00	3,528.36	0.00	(2,528.36)	352.84
* TOTAL REVENUES ***	515,785.00	6,136.42	0.00	34,073.36	0.00	481,711.64	6.61
<u>EXPENDITURE SUMMARY</u>							
68-WATER RESOURCES	550,000.00	42.00	0.00	148.19	0.00	549,851.81	0.03
* TOTAL EXPENDITURES ***	550,000.00	42.00	0.00	148.19	0.00	549,851.81	0.03
REVENUE OVER (UNDER) EXPENDITURES *	(34,215.00)	6,094.42	0.00	33,925.17	0.00	(68,140.17)	99.15-

FINANCIAL STATEMENT (UNAUDITED)

AS OF: NOVEMBER 30TH, 2019

71-COMBINED INSURANCE
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INSURANCE	3,298,354.00	271,954.16	0.00	1,358,072.63	0.00	1,940,281.37	41.17
MISC REVENUES	0.00	0.00	0.00	231.58	0.00	(231.58)	0.00
INTEREST	<u>5,000.00</u>	<u>41.11</u>	<u>0.00</u>	<u>16,847.59</u>	<u>0.00</u>	<u>(11,847.59)</u>	<u>336.95</u>
* TOTAL REVENUES ***	3,303,354.00	271,995.27	0.00	1,375,151.80	0.00	1,928,202.20	41.63
<u>EXPENDITURE SUMMARY</u>							
71-COMBINED INSURANCE-CR	<u>3,289,338.00</u>	<u>228,085.35</u>	<u>0.00</u>	<u>1,001,934.48</u>	<u>139,888.25</u>	<u>2,147,515.27</u>	<u>34.71</u>
* TOTAL EXPENDITURES ***	3,289,338.00	228,085.35	0.00	1,001,934.48	139,888.25	2,147,515.27	34.71
REVENUE OVER (UNDER) EXPENDITURES **	14,016.00	43,909.92	0.00	373,217.32	(139,888.25)	(219,313.07)	664.73

FINANCIAL STATEMENT (UNAUDITED)

AS OF: NOVEMBER 30TH, 2019

72-COMPENSATED ABSENCES FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INSURANCE	112,502.00	9,375.18	0.00	46,875.74	0.00	65,626.26	41.67
INTEREST	<u>63.00</u>	<u>13.55</u>	<u>0.00</u>	<u>57.38</u>	<u>0.00</u>	<u>5.62</u>	<u>91.08</u>
** TOTAL REVENUES ***	112,565.00	9,388.73	0.00	46,933.12	0.00	65,631.88	41.69
	=====	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
72-COMPENSATED ABSENCES	<u>112,565.00</u>	<u>1,663.91</u>	<u>0.00</u>	<u>7,543.90</u>	<u>0.00</u>	<u>105,021.10</u>	<u>6.70</u>
** TOTAL EXPENDITURES ***	112,565.00	1,663.91	0.00	7,543.90	0.00	105,021.10	6.70
	=====	=====	=====	=====	=====	=====	=====
REVENUE OVER (UNDER) EXPENDITURES **	0.00	7,724.82	0.00	39,389.22	0.00	(39,389.22)	0.00
	=====	=====	=====	=====	=====	=====	=====



City of
CHICKASHA

Meeting Type: City Council Agenda 1-6-2020

Meeting Date: 1/6/2020

Department: Community Development

Agenda Item No. 4.d.

AGENDA ITEM: Acceptance and receipt of new oil well bonds for Roan Resources, authorize the Mayor and City Clerk to execute new bonds and authorize the release of the existing bonds.

I. BACKGROUND/DESCRIPTION:

- The Chickasha ordinances require a \$25,000.00 bond for each well as well as a \$200,000.00 pollution bond or alternatively \$200,000.00 in pollution insurance coverage which can cover up to 10 wells. The pollution bond/insurance is in addition to the \$25,000.00 operations bond for each well.
- Change of ownership of the wells has occurred and new bonds are required.
- Roan Resources have submitted new bonds No. BO12425, No. BO12426, and No. BO12440 for the wells known as Hart#1-10 and Veach#1-10.
- The existing bonds No. SUR0054254, No. SUR0045954, and No. SUR00045955 will be released and replaced by the newly executed bonds listed above.

II. RECOMMENDED ACTION:

Accept and receipt of new oil well bonds for Roan Resources, authorize Mayor and City Clerk to execute the new bonds and authorize the release of the existing bonds.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
-----------------	------	---------	--------

NAME, TITLE	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: January 6, 2020	(From)		

V. ATTACHMENTS:

1. Roan Resources Bonds

December 6, 2019

117 North 4th Street
Community Development
Chickasha, OK 73018

Attn: Gene Winsett, Community Development Director

RE: Surety Bond Replacing Current Bonds on File

Gene Winsett:

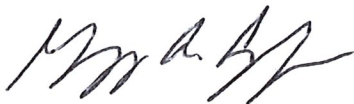
Enclosed herewith please find executed Surety Bonds to replace current Bonds for Roan Resources LLC. The following table below shows the enclosed bond(s) and the respective bond that is being replaced:

<u>Bonds</u>			
<u>Number</u>	<u>Obligor</u>	<u>Obligee</u>	<u>Amount</u>
BO12425	Roan Resources LLC	City of Chickasha	\$25,000
BO12426	Roan Resources LLC	City of Chickasha	\$200,000
BO12440	Roan Resources LLC	City of Chickasha	\$25,000

<u>Bond Being Released</u>				
<u>Number</u>	<u>Obligor</u>	<u>Obligee</u>	<u>Amount</u>	<u>Issuer</u>
SUR0045954	Roan Resources LLC	City of Chickasha	\$25,000	Argonaut Insurance Company
SUR0045955	Roan Resources LLC	City of Chickasha	\$200,000	Argonaut Insurance Company
SUR0054254	Roan Resources LLC	City of Chickasha	\$25,000	Argonaut Insurance Company

We request that the bonds previously on file be released as of the effective date of the Surety Bonds enclosed December 6, 2019.

Sincerely,



Greg Augsburg
CEO
Roan Resources LLC



This bond replaces and supersedes Argonaut Insurance Company Bond No. SUR0045954

CITY OF CHICKASHA

Well Drilling, Operation and Production Bond

KNOW ALL MEN BY THESE PRESENTS:

That Roan Resources LLC, a Delaware limited liability company authorized to conduct business in the State of Oklahoma, as Principal, and U.S. Specialty Insurance Company, authorized to do business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of Chickasha, Oklahoma, (hereinafter referred to as the "City"), in the sum of TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00), lawful money of the United States of America, well and truly to be paid, and for the payment of which, we and each of us, hereby bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally firmly by these presents.

WHEREAS, a permit (Permit No. _____) has heretofore been granted to said Principal Roan Resources LLC to construct and erect the necessary structures and to drill and/or operate a well within the limits of the City of Chickasha, said well being located on what is known as the Hart #1-10 lease, being located upon the following described property, to wit: SW¼SW¼ NE¼SW¼ of Section 10, Township 6 North, Range 7 West, I.M., Grady County, Oklahoma said well, being known as Hart #1-10: and

WHEREAS, by the terms of Chapter 38, of the City of Chickasha Code of Ordinances, said Principal Roan Resources LLC is required to furnish a bond in the name of the said City in the above specified sum, conditioned that said Principal Roan Resources LLC will comply with all of the following conditions to wit:

1. That said Principal shall comply with all of the terms of Chapter 38, of the City of Chickasha Code of Ordinances in the operations of the well;
2. That said Principal shall promptly pay all fines, penalties and other assessments imposed upon said Principal by reason of the breach of any of the terms, provisions and conditions of Chapter 38 of the City of Chickasha Code of Ordinances;
3. That said Principal shall promptly restore the streets, sidewalks and other public property of the City which may be disturbed or damaged in said well operations to their former condition;
4. That said Principal shall promptly clear all premises of all litter, trash, waste, and other substances, and must, after abandonment, grade, level and restore said property to the same surface condition, as far as possible, as existed prior to commencing operations;
5. That said Principal shall indemnify and hold harmless the City from any and all liability attributable to granting the permit;

6. That said Principal shall promptly pay all sums with respect to deductibles on covered losses under insurance policies required by Chapter 38 of the City of Chickasha Code of Ordinances, and
7. That said Principal shall comply with all of the terms of Chapter 38 of the City of Chickasha Code of Ordinances concerning the abandonment and plugging of the well.

NOW, THEREFORE, if the said Principal Roan Resources LLC shall faithfully carry out all of the conditions and obligations as set forth above, then this obligation shall be void, otherwise to remain in full force and effect.

FURTHER, it is hereby understood and agreed by the parties hereto that this blanket bond covers one well only and is non-cumulative in liability for each well owned or operated by the Principal and that the maximum penal sum of this blanket bond is Twenty-Five Thousand and 00/100 Dollars (\$25,000.00).

This bond is for an indefinite term beginning on the 6th day of December, 2019 and ending twelve (12) months subsequent to the expiration of the permit as granted to the Principal to drill and operate the well as referred to above. Provided, that this bond may be cancelled by the Surety at any time by giving thirty (30) days written notice served upon the City of Chickasha, Oklahoma.

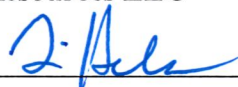
If the bond is cancelled by the Surety and a replacement bond is not issued prior to the effective date of the cancellation, the permit granted by the City of Chickasha will be terminated and the Principal's right to operate the well under the permit shall cease.

Dated this 6th day of December, 2019.

OWNER/OPERATOR

PRINCIPAL

Roan Resources LLC

By: 

By: Tim Helms

ATTEST:


Secretary Bryan Hawkins

(SEAL) No Seal

SURETY:

U.S. Specialty Insurance Company

(Printed Name)

By: *Meredith K. Anderson*
Meredith K. Anderson, Attorney-in-Fact

ATTEST:

Wendy Pierson
Secretary Wendy Pierson

APPROVED by the City of Chickasha, on the _____ day of _____,
20____.

Mayor

ATTEST:

City Clerk

(SEAL)



**TOKIO MARINE
HCC**

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Edwin H. Frank III, Michele K. Tyson, W. Russell Brown Jr., Meredith K. Anderson
or Stephen Michael Smith of Houston, Texas**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Three Million***** Dollars (***3,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California

County of Los Angeles



By:

Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

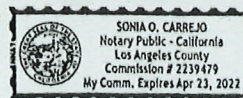
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 14th day of December, 2019.

Corporate Seals
Bond No.

B012425

Agency No. 8353



Kio Lo, Assistant Secretary

LICENSE OR PERMIT BOND

(License or Permit - Continuous)

Bond No. B012426

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Roan Resources LLC, as Principal, and U.S. Specialty Insurance Company, a corporation duly incorporated under the laws of the State of Texas and authorized to do business in the State of Oklahoma, as Surety, are held and firmly bound unto City of Chickasha, 117 N. 4th Street, Chickasha, OK 73018, as Oblige, in the penal sum of **Two Hundred Thousand and No/100 (\$200,000.00)** Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a license or permit for Ordinances Chapter 38, Article II, Section 38-26 (2) for Drilling of the first twenty (20) wells within the city limits of Chickasha.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully perform all duties and protect said Oblige from any damage caused by the Principal's non-compliance with or breach of any laws, statutes, ordinances, rules or regulations, pertaining to the license or permit issued, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond shall become effective on the 6th day of December, 2019.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Oblige.

SIGNED, SEALED AND DATED this 6th day of December, 2019.

Roan Resources LLC

By: _____

U.S. Specialty Insurance Company

By: _____

Meredith K. Anderson, Attorney-in-Fact



**TOKIO MARINE
HCC**

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Edwin H. Frank III, Michele K. Tyson, W. Russell Brown Jr., Meredith K. Anderson
or Stephen Michael Smith of Houston, Texas

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Three Million***** Dollars (***3,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California

County of Los Angeles



By: 

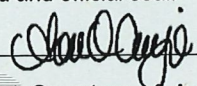
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



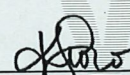
I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 1st day of December, 2019.

Corporate Seals
Bond No. B012424

Agency No. 8353




Kio Lo, Assistant Secretary

This bond replaces and supersedes Argonaut Insurance Company Bond No. SUR0054524.

Bond No. B012440

CITY OF CHICKASHA

Well Drilling, Operation and Production Bond

KNOW ALL MEN BY THESE PRESENTS:

That Roan Resources LLC, a Delaware limited liability company authorized to conduct business in the State of Oklahoma, as Principal Roan Resources LLC, and U.S. Specialty Insurance Company authorized to do business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of Chickasha, Oklahoma, (hereinafter referred to as the "City"), in the sum of TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00), lawful money of the United States of America, well and truly to be paid, and for the payment of which, we and each of us, hereby bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally firmly by these presents.

WHEREAS, a permit (Permit No. _____) has heretofore been granted to said Principal Roan Resources LLC to construct and erect the necessary structures and to drill and/or operate a well within the limits of the City of Chickasha, said well being located on what is known as the Veach #1-10 lease, being located upon the following described property, to wit: SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, Township 6 North, Range 7 West, I.M., Grady County, Oklahoma said well, being known as Veach #1-10; and

WHEREAS, by the terms of Chapter 38, of the City of Chickasha Code of Ordinances, said Principal Roan Resources LLC is required to furnish a bond in the name of the said City in the above specified sum, conditioned that said Principal Roan Resources LLC will comply with all of the following conditions to wit:

1. That said Principal shall comply with all of the terms of Chapter 38, of the City of Chickasha Code of Ordinances in the operations of the well;
2. That said Principal shall promptly pay all fines, penalties and other assessments imposed upon said Principal by reason of the breach of any of the terms, provisions and conditions of Chapter 38 of the City of Chickasha Code of Ordinances;
3. That said Principal shall promptly restore the streets, sidewalks and other public property of the City which may be disturbed or damaged in said well operations to their former condition;
4. That said Principal shall promptly clear all premises of all litter, trash, waste, and other substances, and must, after abandonment, grade, level and restore said property to the same surface condition, as far as possible, as existed prior to commencing operations;
5. That said Principal shall indemnify and hold harmless the City from any and all liability attributable to granting the permit;

This bond replaces and supersedes Argonaut Insurance Company Bond No. SUR0054524.

Bond No. B012440

6. That said Principal shall promptly pay all sums with respect to deductibles on covered losses under insurance policies required by Chapter 38 of the City of Chickasha Code of Ordinances, and
7. That said Principal shall comply with all of the terms of Chapter 38 of the City of Chickasha Code of Ordinances concerning the abandonment and plugging of the well.

NOW, THEREFORE, if the said Principal Roan Resources LLC shall faithfully carry out all of the conditions and obligations as set forth above, then this obligation shall be void, otherwise to remain in full force and effect.

FURTHER, it is hereby understood and agreed by the parties hereto that this blanket bond covers one well only and is non-cumulative in liability for each well owned or operated by the Principal and that the maximum penal sum of this blanket bond is Twenty-Five Thousand and 00/100 Dollars (\$25,000.00).

This bond is for an indefinite term beginning on the 6th day of December, 2019 and ending twelve (12) months subsequent to the expiration of the permit as granted to the Principal to drill and operate the well as referred to above. Provided, that this bond may be cancelled by the Surety at any time by giving thirty (30) days written notice served upon the City of Chickasha, Oklahoma.

If the bond is cancelled by the Surety and a replacement bond is not issued prior to the effective date of the cancellation, the permit granted by the City of Chickasha will be terminated and the Principal's right to operate the well under the permit shall cease.

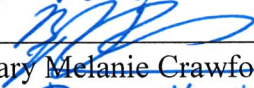
Dated this 6th day of December, 2019.

**OWNER/OPERATOR
PRINCIPAL**

ROAN RESOURCES LLC

By: 
Joel Pettit, Executive Vice-President
Tim Helms

ATTEST:


Secretary Melanie Crawford, Witness
Bryan Hawkins
(SEAL)
No Seal

This bond replaces and supersedes Argonaut Insurance Company Bond No. SUR0054524.

Bond No. B012440

SURETY:

U.S. Specialty Insurance Company

BY: Meredith K. Anderson
Meredith K. Anderson, Attorney-in-Fact

ATTEST:

Senia Hernandez
Senia Hernandez, Witness

(SEAL)

APPROVED by the City of Chickasha, on the _____ day of _____,
20____.

Mayor

ATTEST:

City Clerk

(SEAL)



**TOKIOMARINE
HCC**

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Edwin H. Frank, III, Michele K. Tyson, W. Russell Brown, Jr., Meredith K. Anderson
or Stephen Michael Smith of Houston, Texas

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Three Million***** Dollars (***3,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California

County of Los Angeles



By: 

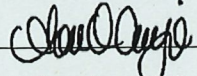
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 1st day of December, 2019.

Corporate Seals

Bond No. B012440

Agency No. 8353




Kio Lo, Assistant Secretary



City of
CHICKASHA

Meeting Type: City Council Agenda 1-6-2020

Meeting Date: 1/6/2020

Department: Library

Agenda Item No. 4.e.

AGENDA ITEM: Acceptance of the agreement for 2020 State Aid Grant from the Oklahoma Department of Libraries, authorize the Mayor and the Library Director to sign the agreement.

I. BACKGROUND/DESCRIPTION:

Each year the Oklahoma Department of Libraries distributes financial aid to Oklahoma public libraries.

II. RECOMMENDED ACTION:

Accept the State Aid grant from the Oklahoma Department of Libraries and authorize the Mayor and the Library Director to sign the agreement.

III. FISCAL INFORMATION - This grant provides \$17,697.

IV. FUND INFORMATION:

Dept. Director: Lillie Huckaby Library Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: January 6, 2020	(From)		

V. ATTACHMENTS:

1. State Aid Rules & Regulations
2. State Aid agreement 2020
3. State Aid claim form

**Oklahoma Department of Libraries
Rules and Regulations for State Aid Grants to Public Libraries
Effective July 25, 2019**

This document was created by the Office of Library Development and is a reformatted version of the *Oklahoma Administrative Code, Title 405, Chapter 25*. Citations in brackets refer to the official administrative code.

OAC online: <http://www.oar.state.ok.us/>.

This title and chapter of the OAC can also be accessed at the Department of Libraries website: <https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-public-libraries/>

The following Rules and Regulations for State Aid Grants to public libraries shall take effect July 25, 2019.

Definitions [OAC 405:25-1-2]

The following words or terms shall have the following meanings unless the context clearly indicates otherwise:

Bibliographic Access means the provision of author, title, and subject indexes to the library materials, and classification and location.

Free Library Service means that libraries will provide circulation of books and library materials and admittance to library programs without charge in their service area, i.e., town, city, county or library system.

Library System means libraries organized under Title 65, Article 4 of the Oklahoma Statutes and funded under Article 10, Section 10A of the Oklahoma Constitution.

Long Range Plan means a written strategy for action for improvement of library service over a specified period of time officially adopted by the library board.

ODL means the Oklahoma Department of Libraries as defined in 65 O.S. Section 3-101.

Statement of Purpose means a written declaration of the role the library has chosen to serve its community officially adopted by the library board.

Eligibility Requirements

Eligibility for state aid grants to public libraries is governed by the following requirements:

A. Basic Requirements [OAC 405:25-1-3(1)]

1. Libraries must meet the definition of a public library as defined in 65 O.S. Section 1-104.

2. Libraries must be legally established and operating according to Oklahoma Statutes, Title 65, Article 4, Section 101 and Title 11, Article 31; and Article 10, Section 10A of the Oklahoma Constitution.

B. User Service Requirements [OAC 405:25-1-3(2)]

1. Libraries must provide free library service.

2. Libraries shall be open to the public the minimum number of hours stipulated in the following schedule. These hours shall be maintained year round. Single county systems organized under 65 O.S., Sections 151 and 552 which have branch libraries may aggregate

- their hours, if, discounting overlap, the citizens are served according to the following schedule:
- (a) cities and towns under 2,000 population will be open 15 hours a week. The schedule will include at least two hours after 5 p.m. each week;
 - (b) cities and towns of at least 2,000 but less than 5,000 people, will be open 30 hours a week. The schedule will include at least two hours after 5 p.m. each week and weekend hours are recommended;
 - (c) cities with at least 5,000 but less than 10,000 people, will be open 35 hours a week. The schedule will include at least four hours after 5 p.m. each week and three weekend hours;
 - (d) cities with at least 10,000, but less than 25,000, will be open 50 hours a week. The schedule will include at least eight hours after 5 p.m. each week and four weekend hours; and
 - (e) cities with 25,000 or more will be open 60 hours a week. The schedule will include a minimum of five weekend hours.

3. Libraries must have a telephone located in the library with a listed number.
4. All libraries and branches must provide internet access to the public. The library shall have a written internet use policy.
5. All libraries shall at a minimum offer programming for youth under 18 years of age.
6. A public library shall have a collection of materials (e.g., books, periodicals, audio-visual materials, etc.) that is circulated to the community.
- (a) Libraries shall provide bibliographic access to its collection for customers.
- (b) The library shall offer interlibrary loan to customers and participate in interlibrary loan networks or consortia to borrow materials not held in the library upon request for customers. Libraries shall promote the service to customers through promotional materials and/or signs in the library and on its website to make customers aware of the service.
- (c) The library shall do an age and condition study on its collection every four years as determined by the Oklahoma Department of Libraries and report the findings to its library board and the Oklahoma Department of Libraries.

C. Administration and Finance Requirements [OAC 405:25-1-3(3)]

1. Legally established libraries that are not part of a library system must complete and submit the Oklahoma Department of Libraries' online annual report for the preceding fiscal year by August 15th and library systems must submit such reports by October 1st.
2. Libraries must have a board of trustees appointed by the city and or county government officials which holds regularly scheduled meetings at least quarterly and all libraries must file annually a list of trustees, terms of office and meeting times with the Oklahoma Department of Libraries. The board shall approve the policies by which the library operates. The board shall review all required policies within a four year cycle as determined

by the Oklahoma Department of Libraries and shall report all current policies to the Oklahoma Department of Libraries. Required policies are:

- (a) Circulation policy which shall include interlibrary loan;
- (b) Library materials selection policy; and
- (c) Internet use policy.

3. Libraries must receive operating income from local government sources, i.e., town, city or county. A public library is primarily supported by either municipal funds or a direct library levy on a permanent basis.

4. Local government must continue to expend an amount for library service, i.e., operating expenditures, not less than that of the preceding fiscal year, as reported on the Annual Report for Public Libraries. Public library systems organized under 65 O.S. Sections 151-161 and Sections 551-561, Sections 4-101-107.1 and Sections 4-201-206 may not reduce their millage levy. Exemption waivers to drop in operating income based on special circumstances shall be considered.

(a) If a city or county has less total income for the most recent fiscal year as compared to the immediate fiscal year, exemption to the requirement in (4) of this paragraph may be made. The Oklahoma Department of Libraries will then supply forms for city or county officials to certify that the library's budget sustained no greater reduction than the total percentage reduction of income of the city or county budget.

(b) The requirement in (4) of this paragraph may be waived in those years when the budget is decreased according to (a) of this subparagraph.

5. Libraries must have paid permanent employees who are employees of the town, city, county or system. Town, city, county or system must pay said employees at least the federally required minimum wage and meet the requirements of the Fair Labor Standards Act.

6. All library directors and all personnel who work more than twenty (20) hours a week must attend at least one continuing education program each year. Staff in library systems or public libraries serving over 25,000 may meet this requirement with in-house training. Personnel are exempt if they have been employed at the library less than one year.

7. Multi-county library systems must abide by the Oklahoma Department of Libraries' rules concerning systems as set forth in Chapter 10 of this title (*Oklahoma Administrative Code*, Title 405).

8. Libraries must file with the Oklahoma Department of Libraries, Office of Library Development, a report of expenditures made with state aid grant funds each preceding fiscal year by August 15th and library systems must submit such reports by October 1st.

9. Libraries must have a written statement of purpose.

10. Libraries shall provide annual library visits each year on the annual report to the Oklahoma Department of Libraries.

11. Libraries must provide bibliographic access to their collections.

12. Libraries serving a population of 10,000 or more must have submitted to the Oklahoma Department of Libraries a long range plan written or updated within the last 3 years. This document must address future directions of the library for services and resources, and must be approved by the local library board.

13. Libraries that are a department of municipal government in cities serving a population of 25,000 or more must employ a director with a Master's Degree in Library and Information Science from a library school accredited by the American Library Association or an alternate degree as follows. A comparable master's degree in business, education, school library media, or public administration, with a minimum of five years of prior supervisory library experience shall also be acceptable. For those with an alternate degree but without prior experience working in a library, the director shall complete the Institute in Public Librarianship Certification Program within two years of employment as director.

14. Libraries will evaluate, deselect and maintain their collections ensuring that their collections include up-to-date and useful materials and report the figures to its library board and to the Oklahoma Department of Libraries

15. Libraries shall submit performance measures to the Oklahoma Department of Libraries on a schedule as determined by the Oklahoma Department of Libraries.

Procedural Regulations

1. State aid funds cannot be used for construction, remodeling, land, vehicles, or items that will become a permanent part of the building, such as carpet or air conditioners. [OAC 405:25-1-4]

2. When libraries are found to be ineligible for State Aid, ODL will notify the librarian and the City Manager, and shall state the reasons for ineligibility. The librarian will then have a period of two weeks from receipt of notification in which to submit additional evidence of eligibility. Such appeals shall be reviewed by the ODL administration and a final decision made.

The Oklahoma Department of Libraries Board shall serve as an appeal board in the agency's execution of the State Aid Grants to Public Libraries. After the Oklahoma Department of Libraries administration denies a community's eligibility for state aid, a community may appeal the ineligibility for state aid by agency administration to the Oklahoma Department of Libraries Board at a special board meeting. The community must file the appeal to the Oklahoma Department of Libraries Board within seven days of receipt of the denial by the agency administration. The Board shall affirm the administration's determination unless it finds such determination is contrary to applicable rules. [OAC 405:25-1-5]

State Aid Formula [OAC 405:25-1-6]

The Oklahoma Department of Libraries will utilize the latest population estimates from the United States Census Bureau to determine per capita payments for the distribution of state aid funds for public libraries.

AGREEMENT

For
2020 State Aid Recipients

WHEREAS, the State of Oklahoma and the Oklahoma Department of Libraries wish to improve library service in the State.

THEREFORE, in consideration of the mutual covenants contained herein and as set forth in the Oklahoma Administrative Code Title 405, Chapter 25;

The Department will distribute funds as per approved formula. State aid funds are dependent on the Oklahoma Department of Libraries having sufficient funds to pay awards. In case of revenue failures, payments to libraries will be reduced uniformly. Ten percent of each award will be held until the end of the fiscal year to cover revenue shortfalls. Libraries will be awarded the balance of their state aid grant minus any reduction based on revenue failure.

All funds shall be administered according to 11 O.S. § 17-207 (2011), which states, "Any monies received or expended by a municipality must be accounted for by fund and account."

In accepting state aid funds, the undersigned representative of a public library agrees that said library meets these standards as adopted by the Oklahoma Department of Libraries Board on March 15, 2019 and will maintain such standards and will apply such funds for the improvement of public library services. All funds will be expended or obligated on or before July 31, 2020.

Chickasha Public Library

Authorized Representative

Librarian

Print Name and Title

Date

Date

AGENCY BUSINESS UNIT	43000
-------------------------	-------

CLAIM OF:
Chickasha Public Library

STATE OF OKLAHOMA
Notarized Claim Voucher And
Disbursements of Payroll
Withholdings

FOR AGENCY USE: 2551101 190 A

OBJECT ACCOUNT	AMOUNT	OBJECT ACCOUNT	AMOUNT
555110	\$ 17,697.00		

Address: _____

FOR
\$17,697.00
AGAINST

Agency, Bd.,
Comm., Dept.: OK Dept of Libraries

ASSIGNMENT
I hereby assign this claim to

and authorize the State Treasurer to issue a warrant in payment to
said assignee.

Claimant Signature _____

TOTAL AMOUNT \$ 17,697.00

OSF-AUDITED BY: _____

Date _____

DATE	ITEM	QUANTITY	ARTICLE	UNIT PRICE	AMOUNT CLAIMED	OBJECT ACCOUNT
12/17/2019			FY 20 State Aid Grant. 90% of full amount awarded. Budget Ref.: 20 Department: 2000001 CFDA: 453109999		\$ 17,697.00	555110

THIS SECTION IS NOT REQUIRED FOR WITHHOLDING PAYMENTS-
EXCEPT FOR WITHHOLDING REFUNDS

TOTAL AMOUNT APPROVED 17,697.00

The undersigned contractor, vendor, individual, or duly sworn agent, of lawful
age, upon oath says that this claim is true and correct. Affiant further states that
the work, services, or materials as shown by this claim have been completed or
supplied in accordance with the plans, specifications, orders, requests, and all
other terms of the contract. Affiant also states that any refunds represented by this
payment are due. (NOTE: Claimant signature only for payroll withholding refunds)

Department Supervisor's Approval Signature
(If required)

Date _____

Claimant _____

Agency, Bd.,
or Div. Use

State of Oklahoma County of _____

Subscribed and sworn before me on _____

My Commission expires _____

Notary Public (or Clerk or Judge) _____

OK TO PAY



City of
CHICKASHA

Meeting Type: City Council Agenda 1-6-2020

Meeting Date: 1/6/2020

Department: Community Development

Agenda Item No. 6.a.

AGENDA ITEM: Public Hearing requesting closing a public way or easement located at the 2800 block of West Frisco Ave.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Call Public Hearing

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: January 6, 2020	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: City Council Agenda 1-6-2020

Meeting Date: 1/6/2020

Department: Community Development

Agenda Item No. 6.b.

AGENDA ITEM:

Discussion, consideration and possible action to approve Ordinance 2020-01 -Closing the west 1182 feet of West Frisco Ave.

I. BACKGROUND/DESCRIPTION:

- The applicant, Jimmy Johnson, is requesting the City of Chickasha close the public way located at the 2800 block of West Frisco Ave.
- The applicant currently owns the structure at 2500 West Frisco Ave and the property on the north side of the 2800 block of West Frisco Ave.
- The City has closed the 2800 block of West Frisco due to bridge failure.
- The applicant plans to use the 2800 block of West Frisco Ave. as a private drive to access his structures.

Planning Commission:

The Planning Commission held a Public Hearing at the December 10, 2019 meeting. The applicant Jimmy Johnson was the only person to speak in favor of the request. No one spoke in opposition of the request.

The Planning Commission reviewed this road closure request at the December 10, 2019 meeting, and voted unanimously to recommend approval.

II. RECOMMENDED ACTION:

Approve Ordinance #2020-01 approving the closing of the 2800 block of West Frisco Ave.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Gene Winsett	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: January 6, 2020	(From)		

V. ATTACHMENTS:

1. 2800 Frisco street vacate Jimmy Johnson
2. Ord. 2020-01 - Street Closing of West Frisco Avenue



Request to Vacate Real Property Owned by the City of Chickasha

Applicant: Jimmy Bill Johnson

Address: 3602 So 4th Chickasha OK LA 73018

Email Address/Phone: LBeck75@Suddenlink mail.com 405-2229665

Location of property: (state lot and block or attach metes and bounds description of entire lot)

2501 West Frisco

State your ownership in this lot:

☐ Fee simple estate

☐ Leased fee

☐ Easement

☐ Renter or leaseholder

☐ Other: (describe) Owner

This request is to vacate: (please check one)

☐ Easement: ☐ utility ☐ access ☐ landscape

☐ Paved Street

☐ Unpaved Right-of-Way

☐ Other (describe) Gravel road + ditches

Reason for request: Need a access Road to My property

To the best of your knowledge, are any utilities located in the easement, including drainage ditched or pipe? ☒ Yes ☐ No

I hereby make application for vacation of the above cited property owned by the City of Chickasha. All the statements contained in this application are true to the best of my knowledge and belief. I have attached all required documents (as listed on the instruction sheet).

Signature & Date: Jimmy Bill Johnson Oct, 29-19

Application fee paid: 300.00



PERRYMAN
&
PERRYMAN^{LLP}

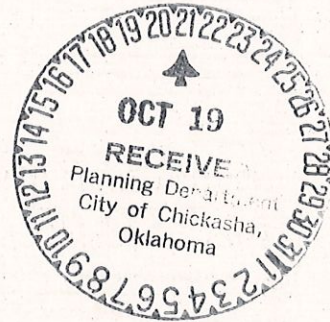
118 North Fourth Street
Chickasha, Oklahoma 73018
405.224.4000
perrymanlegal.com

D. Tyler Perryman
tyler@perrymanlegal.com

James M. Perryman
james@perrymanlegal.com

October 21, 2019

City of Chickasha
Community Development
117 N. 4th Street
Chickasha, OK 73018



Re: LJI Properties, LLC
Frisco, West of 29th Street

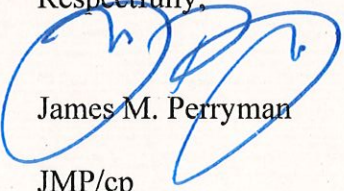
To Whom It May Concern:

I have been asked to assist LJI Properties, LLC, (Jimmy Johnson) with vacating a portion of Frisco to the south of the property (Survey attached hereto). In reviewing the statutory process, we believe it is necessary for the City to vacate the easement through its normal vacation process. Once that is approved, we would then initiate the proceeding in the District Court of Grady County to vacate the easement and ask that the court adjudicate that the street and section line not be reopened.

It is my suggestion, and the request of Mr. Johnson, that the municipality vacate the portion of the street referenced herein and surveyed for purposes of such vacation. We will then finalize the matter the judicial proceedings.

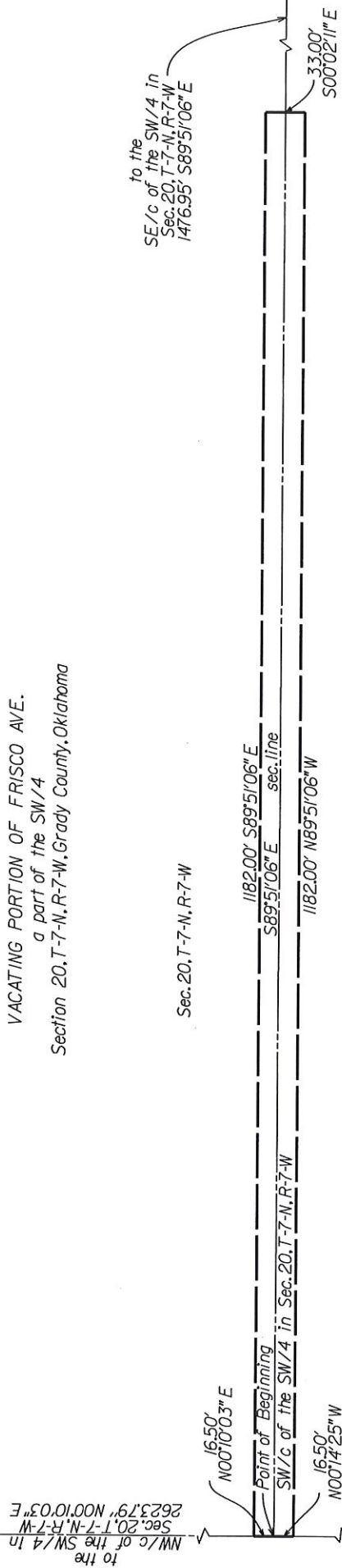
Please feel free to call me if you have any questions or concerns with moving forward.

Respectfully,


James M. Perryman

JMP/cp

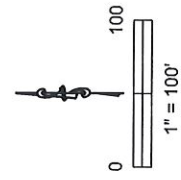
VACATING PORTION OF FRISCO AVE.
a part of the SW/4
Section 20, T-7-N, R-7-W, Grady County, Oklahoma



DESCRIPTION OF VACATING PROPERTY:

A part of the SW/4 of Section 20, Township 7 North, Range 7 West of the Indian Meridian, Grady County, Oklahoma, more particularly described as follows:
Beginning at the SW/c of the SW/4 of said Section 20, thence N00°10'03\"E a distance of 16.50 feet; thence S89°51'06\"E a distance of 1182.00 feet; thence S00°02'11\"E a distance of 33.00 feet; thence N89°51'06\"W a distance of 1182.00 feet; thence N00°14'25\"W a distance of 16.50 feet and the POINT OF BEGINNING.

The above described parcel contains +/-0.90 acres (39006.97 sq. ft.)



No monuments were set for this description

CERTIFICATE OF SURVEY:

This plat of survey meets the Oklahoma Minimum Standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.



[Signature]
MATTHEW A. SUTTERFIELD, PLS NO. 1962
DATE Aug. 16, 2019

LAST DATE ON SITE
Rhombic, PLLC (Land Survey Division)
PO Box 1683
Blanchard, Okla. 73010
msutterfield@rhombic.com



ORDINANCE NO. 2020-01

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, CLOSING THE WEST 1182 FEET OF WEST FRISCO AVENUE; PROVIDING FOR SEVERABILITY, AND AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, STATE OF OKLAHOMA:

SECTION 1. The Mayor and Council for the City of Chickasha, Oklahoma deem it necessary and expedient to close the public way, more particularly described as:

Property location: 2800 Frisco Ave.

Legal Description: A part of the Southwest Quarter (SW/4) of Section Twenty (20), Township Seven (7) North, Range Seven (7) West of the Indian Meridian, Grady County, State of Oklahoma, more particularly described as follows: Beginning at the SW Corner of the SW/4 of said Section 20, thence N00°10'03"E a distance of 16.50 feet; thence S89°51'06"E a distance of 1182.00 feet; thence S00°02'11"E a distance of 33.00 feet; thence N89°51'06"W a distance 1182.00 feet; thence N00°14'25"W a distance of 16.50 feet and the POINT OF BEGINNING.

SECTION 2. **Right to reopen.** The city retains the right to reopen the public way or easement whenever the city deems it necessary and that closing of the public way or easement shall not affect the right to maintain, repair, reconstruct, operate or remove utility, public service corporation, or transmission company facilities of service therein, nor shall a closing affect private ways existing by operation of law unless released in writing executed by the owners thereof.

SECTION 3. **Severability.** If any section, subsection, sentence, clause, phase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the remaining portions of this ordinance.

SECTION 4. **Effective Date.** This Ordinance shall be in full force and effect 30 days from and after its passage, approval, and publication.

Adopted and approved this 6th day of January 2020.

Chris Mosley, Mayor

ATTESTED:

Susan M. McDaniel, City Clerk



City of
CHICKASHA

Meeting Type: City Council Agenda 1-6-2020

Meeting Date: 1/6/2020

Department: Community Development

Agenda Item No. 6.c.

AGENDA ITEM: Public Hearing requesting closing a public way or easement located at the Alley behind 117 S. 4th Street.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Call Public Hearing

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: January 6, 2020	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: City Council Agenda 1-6-2020

Meeting Date: 1/6/2020

Department: Community Development

Agenda Item No. 6.d.

AGENDA ITEM:

Discussion, consideration and possible action to approve Ordinance 2020- XX -Closing the Alley behind 117 S. 4th Street.

I. BACKGROUND/DESCRIPTION:

- The applicant, Great Plains Land and Cattle, is requesting the City of Chickasha close the public way located at the 100 block of South 4th Street.
- The applicant currently owns the structure at 117 S. 4th Street
- This is a non-functioning alleyway for utility easement only.
- The applicant plans to use the alley way as a private drive to access his business as a drive though.

Planning Commission:

The Planning Commission held a Public Hearing at the December 10, 2019 meeting. The applicant Mark McPherson was the only person to speak in favor of the request. Tom Rose, speaking on behalf of three adjacent business owners, spoke in opposition of the request. The primary complaint is traffic and egress leaving the business.

The Planning Commission reviewed this alley closure request at the December 10, 2019 meeting, and voted unanimously to recommend approval.

II. RECOMMENDED ACTION:

Approve Ordinance # _____ approving the closing of the 100 block of South 4th Street (a 10 feet by 165 feet alley easement).

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: January 6, 2020	(From)		

V. ATTACHMENTS:

1. 117 S 4th Alley closure
2. Ord. 2020-02 - Blk 46 OT alley closing 117 S. 4th Street



Request to Vacate Real Property Owned by the City of Chickasha

Applicant: Great Plains Land & Cattle

Address: 828 South 8th, Chickasha, OK 73018

Email Address/Phone: mark@mhii.com (405)222-6310

Location of property: *(state lot and block or attach metes and bounds description of entire lot)*

A Strip of land, 10 feet wide lying East and adjacent to Lots 1 thru 7 of Sayer's Sub-Division in Block 46 of the City of Chickasha, Grady County, Oklahoma

See Survey attached

State your ownership in this lot:

☐ Fee simple estate ☐ Leased fee
☒ Easement ☐ Renter or leaseholder
☐ Other: (describe) _____

This request is to vacate: (please check one)

☒ Easement ☒ utility ☒ access ☐ landscape
☐ Paved Street
☐ Unpaved Right-of-Way
☐ Other (describe) _____

Reason for request: To vacate alley for possibly having a drive thru for a business at 115-121 South 4th, Chickasha, OK 73018

To the best of your knowledge, are any utilities located in the easement, including drainage ditched or pipe? Yes ☒ No ☐

I hereby make application for vacation of the above cited property owned by the City of Chickasha. All the statements contained in this application are true to the best of my knowledge and belief. I have attached all required documents (as listed on the instruction sheet).

Signature & Date:  10/25/19

Application fee paid _____

Great Plains Land & Cattle LLC
828 South 8th Street
Chickasha, OK 73018

October 25, 2019

City of Chickasha
Community Development
117 North 4th Street
Chickasha, OK 73018

Re: Vacating Alley for Lots 1-7 in Sayer's Sub-Division of Lots 15, 16, & 17 in Block 46

Dear Gene Winsett:

It is our intention to develop some modern retail spaces including a coffee shop, restaurants and retail shops that will require the use of a drive thru. To develop this site, it is necessary and critical that we are allowed to utilize the current alley to accommodate our buildings future tenants. This site presents challenges to secure tenants including lack of drive thru access and handicap accessibility. Vacating the alley would allow us to resolve these issues.

We are requesting to vacate the alley behind 115-121 South 4th Street and East of 328 West Kansas (Lots 1-7 in Sayer's Sub-Division of Lots 15, 16, & 17 in Block 46). Along with this letter, we are submitting the following documents: survey outlining the portion of the alley we are asking to vacate, preliminary plan of traffic flow in the alley, a list of property owners within 300 feet, and list of impacted franchisees.

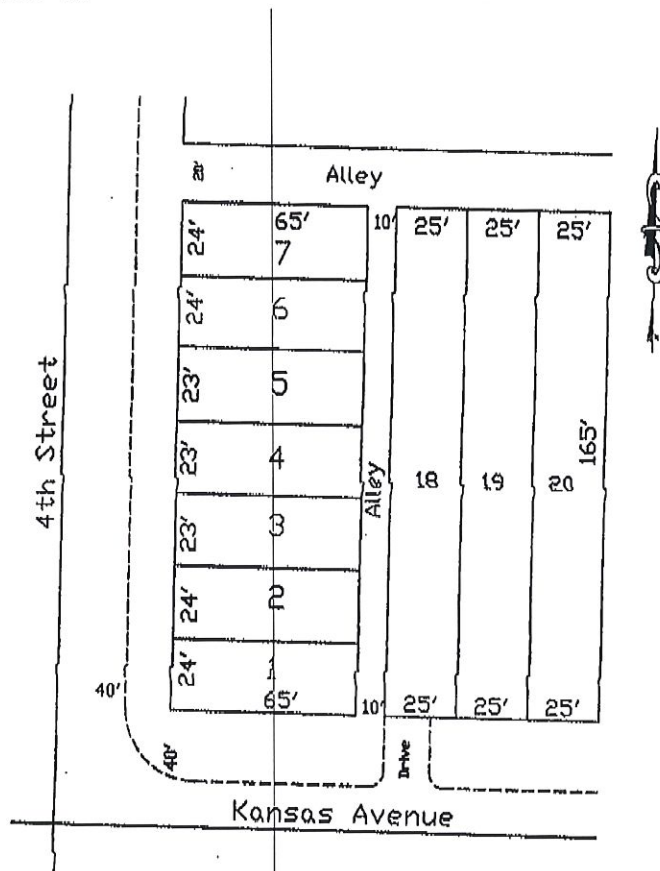
We also respectfully ask if this request to vacate is approved by the City of Chickasha that the city forego any and all rights to reopen the alley or easement.

Please feel free to call if we can provide additional or other information.

Yours truly,



Mark & Lisa McPherson
(405)222-6310
mark@mhii.com



Alley Description

A strip of land, 10 feet wide lying East and adjacent to Lots 1 thru 7 of Sayer's Sub-division in Block 46 of the City of Chickasha, Grady County, Oklahoma.

Date - September 4, 2019

Pathfinder Resources
P.O. Box 1467
Chickasha, OK
CA # 3680

James P. Franklin



ORDINANCE NO. 2020-02

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, CLOSING THE 10 FEET BY 165 FEET ALLEYWAY WITHIN BLOCK 46 ORIGINAL TOWNSHIP; PROVIDING FOR SEVERABILITY, AND AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, STATE OF OKLAHOMA:

SECTION 1. The Mayor and Council for the City of Chickasha, Oklahoma deem it necessary and expedient to close the public way, more particularly described as:

The area to be closed is described as follows:

Property location: Alley behind (East) of 117 S. 4th Street

Legal Description: A strip of land, 10 feet wide lying East and adjacent to Lots 1 thru 7 of Sayer's Sub-Division in Block 46 of the City of Chickasha, Grady County, Oklahoma.

SECTION 2. **Right to reopen.** The city retains the right to reopen the public way or easement whenever the city deems it necessary and that closing of the public way or easement shall not affect the right to maintain, repair, reconstruct, operate or remove utility, public service corporation, or transmission company facilities of service therein, nor shall a closing affect private ways existing by operation of law unless released in writing executed by the owners thereof.

SECTION 3. **Severability.** If any section, subsection, sentence, clause, phase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the remaining portions of this ordinance.

SECTION 4. **Effective Date.** This Ordinance shall be in full force and effect 30 days from and after its passage, approval, and publication.

Adopted and approved this 6th day of January 2020.

Chris Mosley, Mayor

ATTESTED:

Susan M. McDaniel, City Clerk



City of
CHICKASHA

Meeting Type: City Council Agenda 1-6-2020

Meeting Date: 1/6/2020

Department: Police Department

Agenda Item No. 6.e.

AGENDA ITEM: Discussion, consideration and possible action on acceptance of a grant from Oklahoma Electric Foundation (OEC) for various safety/medical equipment for patrol officers.

I. BACKGROUND/DESCRIPTION:

The Chickasha Police Department applied to the OEC Foundation, Inc. for funds to resupply various safety/medical equipment used by officers in the field. Such equipment includes CAT tourniquets, one-way resuscitation valves, fentanyl-resistant gloves, and Personal Protection Equipment (PPE) kits.

II. RECOMMENDED ACTION:

Staff recommends acceptance of the grant.

III. FISCAL INFORMATION - This is an unfunded budget item. The grant money is to be deposited into 11 - 5300 - Grant & Donations.

IV. FUND INFORMATION:

Dept. Director: Dee Rowell, Chief of Police	Fund	Account	Amount
	(To) 11 - 5305 Grant & Donations		\$2,000.00
	FUND	ACCOUNT	AMOUNT
Meeting Date:	(From)		

V. ATTACHMENTS:

1. OEC Grant Letter and Check



OPERATION ROUND UP
OEC FOUNDATION, INC.

ORU@OKCOOP.ORG

P.O. BOX 721105
NORMAN, OK 73070

(405) 321-2024

December 4, 2019

Assistant Chief G.G. Music, Jr.
Chickasha Police Department
117 N 4th St
Chickasha, OK 73018

Dear Mr. Music, Jr.

The Board of Directors for the OEC Foundation, Inc. approved your request for funds at the December 3 meeting. Enclosed is a check from the OEC Foundation in the amount of \$2,000 for safety equipment and supplies.

We hope these funds will enable Chickasha Police Department to further its goals of betterment for the communities in which we work and live.

If you have any questions, please contact Tory Tedder-Loffland, ORU coordinator, at 405-217-6726 or ORU@okcoop.org.

Sincerely,

Alan Davenport, president
OEC Foundation, Inc.

OEC FOUNDATION INC.
P. O. BOX 721105 PH 405-321-2024
NORMAN, OK 73070



7546

86-346/1030

DATE 12-6-19



PAY TO THE ORDER OF Chickasha Police Department

\$ 2000.-

Two thousand & no/100

DOLLARS



THIS CHECK IS DELIVERED IN CONNECTION WITH THE FOLLOWING ACCOUNTS

⑈007546⑈ ⑆103003467⑆ ⑈1771159⑈



City of
CHICKASHA

Meeting Type: City Council Agenda 1-6-2020

Meeting Date: 1/6/2020

Department: Fire Department

Agenda Item No. 6.f.

AGENDA ITEM: Discussion, consideration and possible action to approve a grant from the Oklahoma Office of Homeland Security for hazardous materials monitoring equipment.

I. BACKGROUND/DESCRIPTION:

- The Fire Department has received an Oklahoma Homeland Security Grant in the form of a replacement hazardous materials detection monitor
- The Hazmat ID Monitor has a value of \$60,950.00
- This monitor will replace an original piece of equipment that came with the Regional Hazmat Response Unit in 2004.

II. RECOMMENDED ACTION:

Staff recommends approving the Oklahoma Office of Homeland Security Grant and authorizing the Mayor to execute the agreement for a replacement Hazmat ID Monitor valued at \$60,950.00

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Brian Zalewski, Fire Chief	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: January 6, 2020	(From)		

V. ATTACHMENTS:

1. Oklahoma Office of Homeland Security Grant for Hazmat ID #960.069



Oklahoma Office of
Homeland Security
Prevent, Protect, Prepare

P.O. Box 11415
 Oklahoma City, OK 73136
 (405) 425-7296 Office (405) 425-7295 Fax
www.homelandsecurity.ok.gov

SUB-GRANTEE AWARD

Sub-grantee – Required for Reimbursement FEI#		DUNS #		Original Award Amount \$60,950.00	
City of Chickasha John Noblitt, City Manager 117 N 4th Chickasha, OK 73018				Award Number #960.069	
				Award Effective Date 9/5/2017	
				Project Period 9/1/2017 – 3/31/2020	
Project Title/IJ Homeland Security Grant Program Replacement Hazmat Chemical Identification Unit/IJ #6				CFDA 97.073 (OKOHS # 97.073 - 6300)	
Applicable Funds Homeland Security Grant Program FY 2017 (SHSP - Local)		Region 3		County Grady	
Method of Payment: This is a Reimbursement Grant.			Is Sub-Grantee NIMS Compliant? (Please Check One) YES ☐ NO ☐		
Agency/Jurisdiction Chief Executive Officer Information-Primary Authorized Official City or County Official (Mayor, City Manager, County Commissioner)			Project Contact/ Secondary Authorized Official (If Applicable)		
Title of Primary Authorized Official City Manager			Title of Secondary Authorized Official Fire Chief		
Name John Noblitt			Name Brian Zalewski		
Telephone 405-222-6045		Fax		Telephone 405-222-6033	
Email John.noblitt@chickasha.org		Email Brian.zalewski@chickasha.org			
Signature of Primary Authorized Official: (Required)			Date		Signature of Secondary Authorized Official: (Required)
					Date
The Primary Authorized Official certifies: - Legal authorization to accept grants on behalf of the named governmental entity. - Proposed project can be completed by March 31, 2020 - Sub-Grantee will comply with all laws, regulations, statutes, assurances, certifications, and other requirements referenced in Schedules A, B and C (if applicable) and Schedules 1-5 (if applicable) each of which is attached hereto. - All submitted data is true and correct to the best of signatory's knowledge.					
Special Conditions					
OKOHS Approving Official Kim Edd Carter Director			OKOHS Contact Information Oklahoma Office of Homeland Security P.O. Box 11415 Oklahoma City, OK 73136-0415		
Signature of OKOHS Approving Official 			Telephone (405) 425-7296		Fax (405) 425-7295

KIM EDD CARTER
DIRECTOR



J. KEVIN STITT
GOVERNOR

**STATE OF OKLAHOMA
OFFICE OF HOMELAND SECURITY**

TO: City of Chickasha
John Noblitt, City Manager
FROM: Kim Edd Carter, Director *KEC*
DATE: December 16, 2019
RE: Oklahoma Office of Homeland Security 2017 Homeland Security Grant Program;
Replacement Hazmat Chemical Identification Unit; # 960.069

Your agency has been selected to receive \$60,950.00, (the Proposed Award), pursuant to the Oklahoma Office of Homeland Security (OKOHS) fiscal year 2017 Homeland Security Grant Program (the 2017 Program). Among other initiatives, the 2017 Program provides this funding for the purchase of a replacement hazmat chemical identification unit.

In order to facilitate the expeditious acquisition of a replacement hazmat chemical identification unit (the Equipment), the City of Chickasha hereby assigns the \$60,950.00 to the State of Oklahoma, specifically the Oklahoma Department of Public Safety (DPS) and OKOHS, to purchase the Equipment, which will be delivered and titled directly to the City of Chickasha. We agree to accept title to the Equipment and acknowledge that use of the Equipment is subject to the terms and conditions of the 2017 Program, including but not limited to the requirement to maintain an accurate inventory of the Equipment.

The 2017 Program is a federally funded grant using money provided to the State of Oklahoma as a part of the FY 2017 (FEMA/DHS) Homeland Security Grant Program. Like previous FEMA/DHS/OKOHS grant programs, the 2017 Program is a reimbursement grant. The process requires the following actions (Note 2-5 apply to DPS/OKOHS):

- (1) Acceptance of the terms and conditions of the 2017 Program including but not limited to those noted on the attached Schedule "1";
- (2) You may purchase approved items listed on Schedule "C" however reimbursement from OKOHS is limited to the amount of the Proposed Award; and
- (3) Upon receipt of the purchased items, you will need to submit a Reimbursement Request Form with copies of the associated invoices to OKOHS. (Copies of the Reimbursement Request Form and the BDW are available on the OKOHS website at www.homelandsecurity.ok.gov).
- (4) After your payment to the vendor has been processed you will need to submit a copy of the cancelled check and an inventory form to OKOHS.
- (5) Upon receipt of the purchased items, you may submit a Reimbursement Request Form with copies of the associated invoices to OKOHS. (Copies of the Reimbursement Request Form and the BDW are available on the OKOHS website at www.homelandsecurity.ok.gov).

KIM EDD CARTER
DIRECTOR



J. KEVIN STITT
GOVERNOR

**STATE OF OKLAHOMA
OFFICE OF HOMELAND SECURITY**

Reimbursement checks are generally mailed to sub grantees by OKOHS within 30 days of receipt of the signed Reimbursement Request Form and associated invoices. If this process will cause a significant hardship, please contact OKOHS for further guidance.

If your organization is willing to accept the Proposed Award subject to all the terms and conditions of the 2017 Program, please so indicate by: (1) affixing the signature of the appropriate chief executive officer (i.e. the chair of the county commissioners, the mayor, the agency director, or the city manager) in the space provided below; and (2) returning an original fully executed copy of this letter and each document listed on Schedule "I" (each of which is included with this award packet) to OKOHS **ON OR BEFORE January 15, 2020** Post Office Box 11415, Oklahoma City, Oklahoma 73136.0415.

Should you have questions or need additional assistance contact Christina Daron at 405-425-7591 or by email at christina.daron@okohs.ok.gov or Robbie Foster at 405-425-7510 or by e-mail at robbie.foster@okohs.ok.gov.

Thank you for your willingness to participate in this important initiative. We appreciate your efforts to protect our citizens and we look forward to working with you.

Agreed and accepted this ____ day of _____ 2019:

Government/Agency Name: _____

Signature: _____

Printed Name: _____

Title: _____



Oklahoma Office of
Homeland Security
Prevent, Protect, Prepare

P.O. Box 11415
Oklahoma City, OK 73136
(405) 425-7296 Office • (405) 425-7295 Fax
www.homelandsecurity.ok.gov

SIGNATURE AUTHORIZATION

Required to sign all OKOHS subgrant documents

PROJECT CONTACT/SECONDARY AUTHORIZED OFFICIAL INFORMATION			
PRINT Name John Noblitt			
Title City Manager			
Agency City of Chickasha			
Mailing Address 117 N. 4th Street		State OK	Zip 73018
Phone # 405-222-6045	Fax #	Email john.noblitt@chickasha.org	
Primary Contact Signature		Date	

<u>OPTIONAL</u> Secondary Contact		Authorized to sign subgrant documents? ☐ Yes ☐ No (If "yes," please sign below)	
PRINT Name Brian Zabowski	Title / Agency Fire Chief - City of Chickasha		
Email brian.zabowski@chickasha.org	Phone # 405-222-6033		
Secondary Contact Signature Brian Zabowski		Date 12-16-2019	

AGENCY/JURISDICTION CHIEF EXECUTIVE OFFICER – PRIMARY AUTHORIZED OFFICIAL INFORMATION City or County Official (Mayor, City Manager, County Commissioner)			
<i>I hereby authorize the individual(s) identified above to act on my behalf in coordination with the Oklahoma Office of Homeland Security (OKOHS) and to sign all documentation related to this subgrant.</i>			
PRINT Chief Executive Officer Name Chris Mosley		OKOHS Award # 960.069	
Title Mayor		Phone # 405-222-6045	
Jurisdiction (City, County, etc.) 117 N. 4th St. - City of Chickasha		Email	
Mailing Address Chickasha OK 73018		State OK	Zip 73018
Chief Executive Officer Signature		Date	

Form Revised as of: September 10, 2007

If any of the above information changes please submit a new **SIGNATURE AUTHORIZATION FORM** to OKOHS immediately.



Oklahoma Office of Homeland Security

Prevent, Protect, Prepare

P.O. Box 11415
Oklahoma City, OK 73136
(405) 425-7296 Office (405) 425-7295 Fax
www.homelandsecurity.ok.gov

QUARTERLY STATUS REPORT

OKOHS Award

Dollar Amount of this Award

\$ _____ (A)

Total Dollar Amount of this Award spent or encumbered (binding contract to purchase in effect) as of the end of the current quarter :

\$ _____

Dollar Amount you have Requested from OKOHS as of end of current quarter:

\$ _____ (B)

Dollar Amount Not yet requested as of end of current quarter:

\$ _____ (A-B)

Dollar Amount Being Released to OKOHS

\$ _____

INSTRUCTIONS:

- Fax, mail or email this completed form to OKOHS within 15 days of the end of each calendar quarter.
- Submit separate quarterly status reports for each OKOHS award.
- Submit a "Final Report" and "Inventory" after your entire award has been reimbursed by OKOHS.
- If more space is needed, please attach additional pages.
- **ONLY FILL OUT THE AUTHORIZED OFFICIAL/PRIMARY CONTACT INFORMATION IF THIS HAS CHANGED SINCE THE LAST QUARTERLY STATUS REPORT.**

Entity Name:

Complete Address (only if changed from last report)

Final Report YES ___ NO ___ Quarter Ended:

Grant Purpose (i.e. equipment, response trailer, critical infrastructure)

Inventory sent with Final Report YES ___ NO ___

➤ Describe grant activity during the past quarter:

➤ Describe grant progress from receipt of this award through the end of the current quarter (for example, if your funds will be used to harden critical infrastructure sites, how many sites will be hardened, how many have been hardened and what percentage of each project is complete as of the end of the current quarter):

➤ List any issues that currently prevent the expenditure of any portion of this OKOHS grant award:

➤ Have any items purchased with this OKOHS grant award been lost, destroyed or otherwise disposed of? Yes ___ No ___ If yes, please explain below and attach a completed Equipment Disposition Form (available on the OKOHS website):

➤ Other comments, if any:



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Oklahoma City, OK 73136
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QUARTERLY STATUS REPORT

Training and Exercises:

- Has there been a change in the jurisdiction's NIMS Point of Contact? YES ☐ NO ☐
- If Yes: Have you notified OKOHS of any change including contact information? YES ☐ NO ☐
- Have appropriate NIMS courses been integrated into your jurisdiction's responder training requirements (IS 700, ICS 100, ICS 200, ICS 300, ICS 400)? YES ☐ NO ☐
- Have you conducted a multi-jurisdictional, multi-agency exercise in the past quarter? YES ☐ NO ☐
Date: _____ Description: _____
- Does your jurisdiction keep records for all required responder NIMS training and exercises? YES ☐ NO ☐
- If Yes: Does the NIMS POC have access to these records? YES ☐ NO ☐
- Describe any Training/or Exercise assistance needed for your jurisdiction:

Quarterly Status Report signed by:

Type/Print Signor Name & Title:

Date:

Signor Certifies:

- Legal authorization to submit quarterly status reports on behalf of the named government entity.
- Compliance with all laws, regulations, statutes, assurances, certifications and other requirements contained in the sub-grant application and guidance documents.
- All submitted data is true and correct to the best of signatory's knowledge.

Authorizing Official (ie. the Mayor/City Manager/County Commissioner)

Name/Title:

Telephone:

Fax:

Email:

Primary Contact (Authorized Official(s))

Name/Title:

Telephone:

Fax:

Email:



Oklahoma Office of
Homeland Security
Prevent, Protect, Prepare

GRANT PROGRAM
Sub-Recipient Award Terms and Conditions

Instructions:

The Authorized Official must sign the following required documents and return to our office. Please keep a copy of ALL documents for your records.

1. OKOHS Memorandum, Schedule "A". (*SIGNATURE REQUIRED*)
2. Sub-recipient Award Document, Schedule "B". (*SIGNATURE REQUIRED*)
3. Sub-recipient Terms and Conditions, Schedule "1". (*SIGNATURE REQUIRED, RETURN ONLY PAGE 12*)
4. Authorization to Sign OKOHS Program Documents, Schedule "3". (*SIGNATURES REQUIRED*)
5. Quarterly Status Report, Schedule "4". (*SIGNATURE NOT REQUIRED AT THIS TIME*. This form is included for grant your convenience only. Report due within 15 days following each calendar quarter.)

Homeland Security Grant Program Terms and Conditions

Recipients of Oklahoma Office of Homeland Security (“OKOHS”)/Department of Homeland Security (“DHS”)-Federal Emergency Management Administration (“FEMA”) grant funds (“Sub-recipient(s)”) are urged to carefully review and understand all terms and conditions of the award prior to award acceptance. Failure to comply with these terms and conditions may result in disallowance of costs and recovery of funds and/or suspension or termination of funds and/or award.

As a condition of receipt of this grant, the Sub-recipient understands and agrees:

1. **Acceptance of Post Award Changes (Article II):** In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.
2. **Acknowledgement of Federal Funding from DHS (Article VII):** Recipients must acknowledge their use of federal funding when issuing statements, press releases, request for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
3. **Activities Conducted Abroad (Article VIII):** Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
4. **Age Discrimination Act of 1975 (Article IX):** Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance
5. **Allowable Costs:** The recipient agrees that all allocations and use of funds under this grant will be in accordance with the Notice of Funding Opportunity (NOFO).

OKOHS requires that Costs charged to this project are subject to advance written approval by OKOHS.

OKOHS requires that only food and beverages **approved in writing** by OKOHS in advance will be permitted to be purchased with DHS/FEMA funds. As a general rule, FEMA and OKOHS discourage the use of federal funding for food and beverages. While there may be limited exceptions made to this rule that apply solely to working lunches, a strict reasonableness standard must be maintained.

OKOHS requires that use of DHS/FEMA funding to pay for speaker fees **must be approved in writing** by OKOHS in advance any time the speaker is paid in excess of \$100 per hour for services.

6. **Americans with Disabilities Act of 1990 (Article X):** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
7. **Assurances, Administrative requirements and Cost Principals, Representation and Certifications (Article V):** DHS financial assistance recipients must complete either, the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform

Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

8. **Audit Requirements:** The Sub-recipient agrees to comply with the requirements of the [2 C.F.R. Part 200 Section F](#). Entities that expend \$750,000 or more in Federal funds (from all sources) in a fiscal year require an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office Government Auditing Standards, Audits of States, Local Governments, and Non-Profit Organizations. Sub-recipients are required to submit to OKOHS (within 90 days of completion) a copy of any audit report received by Sub-recipient in connection with any audit performed by or as a requirement of any regulatory body (federal, state or local) that is conducted with respect to activity taking place during the term of the OKOHS/DHS/FEMA Award. OKOHS will review the audit and determine if any findings exist which may impact the ability of the Sub-recipient to continue to receive funds pursuant to this grant or future funding opportunities.
9. **Best Practices for Collection and Use of Personally Identifiable Information (PII) (Article XI):** Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) as useful resources respectively.
10. **Civil Rights Act of 1964 – Title VI (Article XII):** Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, (codified as amended at 42 U.S.C. section 2000d et seq.) which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R., Part 21](#) and [44 C.F.R. Part 7](#).
11. **Civil Rights Act of 1968 (Article XIII):** Recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at [24 CFR Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see [24 CFR Part 100, Subpart D](#).)
12. **Community Emergency Response Team (CERT) Training:** That any CERT training funded with OKOHS/FEMA grant funds will be conducted by OKOHS approved trainers.
13. **Compliance Agreement:** The Sub-recipient agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by OKOHS. Failure to comply could result in a "Stop Payment" being placed on the grant.
14. **Commingling of Funds:** The Sub-recipient is prohibited from commingling funds on either a program-by-program or a project-by-project basis without prior written approval of OKOHS and DHS/FEMA. The accounting systems of all Sub-recipients must ensure that agency funds are not commingled with funds from other awards or Federal agencies. Each award must be accounted for separately.
15. **Confidential Information:** Any reports, information, data, etc., given to, prepared or assembled by the Sub-recipient under this grant, which OKOHS requests to be kept confidential, shall not be made available to any individual or organization by the Sub-recipient without prior written approval of OKOHS.
16. **Conflict of Interest:** Sub-recipients should take every precaution to avoid the appearance of a conflict of interest. Violations of the conflict of interest standards may result in criminal, civil, or administrative penalties. In the use of agency project funds, officials or employees of State or local units of government shall avoid any action that might result in, or create the appearance of:
 - Using his or her official position for private gain;
 - Giving preferential treatment to any person;
 - Losing complete independence or impartiality;

- Making an official decision outside official channels; or
 - Affecting adversely the confidence of the public in the integrity of the government or the program. For example, where a Sub-recipient of federal funds makes sub-awards under any competitive process and an actual conflict or an appearance of a conflict of interest exists, the person for whom the actual or apparent conflict of interest exists should recuse himself or herself not only from reviewing the application for which the conflict exists, but also from the evaluation of all competing applications.
17. **Copyright (Article XIV):** Recipients must affix the applicable copyright notices of [17 U.S.C. sections 401 or 402](#) and an acknowledgement of U.S Government sponsorship (including award number) to any work first produced under federal financial assistance awards.
 18. **Data Universal Numbering System (DUNS) Numbers:** The Sub-recipient will obtain a Data Universal Numbering System (DUNS) Number (a nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities) for its organization and provide that number to OKOHS as a precondition of funding reimbursement under the grant. A DUNS number may be obtained from D&B by telephone (currently 866.705.5711) or via the Internet at <http://fedgov.dnb.com/webform>.
 19. **Debarment and Suspension (Article XV):** Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R., Part 3000. These regulations restrict federal financial assistance awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
 20. **DHS Specific Acknowledgements and Assurances (Article VI):** All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS
 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Sub-recipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.
 21. **Disposition of Equipment Acquired Under the Federal Award (Article IV):** When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to [2 C.F.R § 200.313](#).

22. **Drug-Free Workplace Regulations (Article XVI):** Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 CFR part 3001](#), which adopts the Government-wide implementation ([2 CFR part 182](#)) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).
23. **Duplication of Benefits (Article XVII):** Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibition would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.
24. **Education Amendments of 1972 (Equal Opportunity in Education Act): Title IX (Article XVII):** Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#).
25. **Energy Policy and Conservation Act (Article XIX):** Recipients must comply with the requirements of The Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
26. **Environmental and Historic Preservation (EHP):** The Sub-recipient shall comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Sub-recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA's EHP division, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, ground disturbance, and the purchase and use of sonar equipment. Sub-recipients should submit the FEMA EHP Screening Form to OKOHS for each project as soon as possible following receipt of their grant award. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in a non-compliance finding. Failure of the Sub-recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.
27. **Environmental Planning and Historic Preservation (Article XLII):** DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you (sub-recipient) must complete all relevant sections of this form and submit it to OKOHS to complete and forward to Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

28. **Equipment:** Only equipment that is **approved in writing** by OKOHS will be permitted to be purchased with DHS/FEMA funds. As a general rule, equipment purchased with OKOHS funding must be allowable for the respective grant program funds to be used in accordance with DHS's "Authorized Equipment List".

When practicable, any equipment purchased with grant funding shall be prominently marked as follows: “Purchased with funding from the Oklahoma Office of Homeland Security with funds provided by the U.S. Department of Homeland Security.” Please contact OKOHS when equipment is received to request appropriate labels.

Personnel must be properly trained to use the equipment purchased under this grant program in accordance with all applicable federal, state and local laws including, but not limited to regulations established by EPA, OSHA, and NFPA. By signing and submitting grant acceptance documents, the authorized official certifies employees have received or will receive required training prior to utilizing equipment purchased with OKOHS/FEMA funding.

To be responsible for replacing or repairing equipment that is lost, stolen, damaged, or destroyed as a result of Sub-recipient’s willful or negligent action. The non-Federal entity provides the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Property losses should be reported to OKOHS immediately.

To maintain a state of readiness for equipment and personnel to respond to a terrorist incident.

29. **Exercises:** Any exercise conducted with OKOHS grant funds must comply with Homeland Security Exercise and Evaluation Program (HSEEP) and Nation Incident Management System (NIMS) requirements. These requirements can be found at http://www.fema.gov/media-library-data/20130726-1914-25045-8890/hseep_apr13_.pdf. Exercise documentation, including but not limited to: objectives, after-action reports, and participants, must be coordinated with and submitted to the OKOHS Training and Exercise Coordinator.
30. **False Claims Act and Program Fraud Civil Remedies (Article XX):** Recipients must comply with the requirements of The False Claims Act, 31 U.S.C. Sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. Sections 3801-3812 which details the administrative remedies for false claims and statements made.)
31. **Federal Debt Status (Article XXI):** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)
32. **Federal Leadership on Reducing Text Messaging while Driving (Article XXII):** Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
33. **Financial Guidelines:** The Sub-recipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements.
34. **Fly America Act of 1974 (Article XXIII):** Recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under [49 U.S.C. section 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, [49 U.S.C. section 40118](#), and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.
35. **Fusion Center:** The Sub-recipient agrees that any funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.

The Sub-recipient agrees that Homeland Security Information Network (HSIN) must serve as the primary vehicle by which information /intelligence is shared with DHS/FEMA as part of the fusion process across the Federal, State, local, regional, tribal and private sectors. All statewide information sharing and analysis centers utilizing HSGP funds must establish connectivity with the DHS/FEMA Homeland Security Operations Center (HSOC) via the HSIN to comply with FEMA policy legislation as outlined in the Program Guidance.

36. **Hotel and Motel Fire Safety Act of 1990 (Article XXXII):** In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training

space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, codified as amended at 15 U.S.C. section 2225.

37. **Interest and Other Program Income:** The applicant agrees to be accountable for all interest or other income earned by the Sub-recipient with respect to sub-recipient funds or as a result of conduct of the project (sale of publications, registration fees, service charges, etc.) All program income generated by this grant during the project must be reported to OKOHS quarterly and must be put back into the project or be used to reduce the Grantor participation in the program. The use or planned use of all program income must have prior written approval from OKOHS.
38. **Interoperable Equipment:** That interoperability of equipment and establishment of multi-regional mutual aid is strongly encouraged and in some cases may be mandated by OKOHS.

***Interoperable Communications (IOC) equipment must comply with OKOHS state minimum standards (see http://www.ok.gov/homeland/Interoperable_Communications/Minimum_Standards_for_Communication_Equipment_Purchases/index.html)**

39. **Inventory:** During the term of this grant and for three years following termination of the OKOHS/DHS/FEMA grant which may be extended beyond the date set in the attached Sub-Recipient Award document the Sub-recipient is responsible for proper reporting, for maintenance of an inventory tracking system and for assuring the location of all equipment purchased through this grant. A physical inventory of the property must be taken, the results reconciled with the property records at least once every two years, and submitted to OKOHS. Inventory records must be maintained which include:

- Description of the property;
- Serial number or other identification number;
- Source of the property;
- Identification of title holder;
- Acquisition date;
- Cost of the property;
- Percentage of Federal participation in the cost of the property;
- Location of the property;
- Use and condition of the property; and
- Disposition data, including the date of disposal and sale price.

40. **Leverage of Funding:** To leverage all available funding and resources when possible in order to support and sustain efforts and to maximize the effectiveness of the OKOHS/FEMA funding.
41. **Limited English Proficiency (Civil Rights Act of 1964, Title VI) (Article XXV):** Recipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
42. **Lobbying Prohibitions (Article XXVI):** Recipients must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
43. **Monitoring:** The Sub-recipient agrees to comply with monitoring requirements of OKOHS including, but not limited to, a willingness to provide reasonable access to relevant records, equipment and maintenance of an up to date equipment inventory.
44. **National Environmental Policy Act (Article XXVII):** Recipients must comply with the requirements of the [National Environmental Policy Act](#) of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential

considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

45. **National Incident Management System (NIMS) Implementation:** To comply with any National Incident Management Systems (NIMS) compliance requirements as set forth by OKOHS or the NIMS Integration Center including, but not limited to, ongoing NIMS compliance by the Sub-recipient jurisdiction during the term of the grant.
46. **Nondiscrimination in Matters Pertaining to Faith-Based Organizations (Article XXVIII):** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
47. **Non-Supplanting Requirement (Article XXIX):** Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
48. **Notice of Funding Opportunity Requirements (Article XXX):** All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Recipients must comply with any such requirements set forth in the program NOFO.
49. **Obligation of Grant Funds:** That all grant funds must be obligated and expended within the project period set forth on the Sub-recipient award document (Schedule B) unless OKOHS provides a written exception or extension to the Sub-recipient. Any funds not properly obligated and expended by the Sub-recipient during the project period will lapse and revert to OKOHS for potential reallocation to other allowable uses in accordance with DHS/FEMA guidelines.
50. **Patents and Intellectual Property Rights (Article XXXI):** Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, 35 U.S.C. section 200 et seq.](#) Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. Section 401.14.
51. **Political Activity:** That it will not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Oklahoma Office of Homeland Security (OKOHS) and the Department of Homeland Security (DHS)/ the Federal Emergency Management Administration (FEMA).
52. **Prior Approval for Modification of Approved Budget (Article III):** Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
53. **Procurement:** When procuring property and services under a Federal award, state recipients must follow the same policies and procedures it uses for procurements from its non-Federal funds and ensure that every purchase order or other contract includes any clauses required by section 200.326. Local recipients will follow 200.318 General procurement standards through 200.326 contract provisions, unless the local recipients' procurement procedures are more stringent than the federal procurement standards.

That all procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that will provide maximum open and free competition.

The recipient is taking all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible 2CFR 200.321.

54. **Procurement of Recovered Materials (Article XXXII):** States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965) (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
55. **Program Guidance:** To comply with all applicable laws, regulations and the applicable Notice of Funding Opportunity. All allocations and uses of funds under this grant will be in accordance with the Homeland Security Grant Program Guidelines and Application Kit, or where applicable the Notice of Funding Opportunity, collectively referred to as the Program Guidance. All Sub-recipients are assumed to have read, understood, and accepted the Program Guidance. The following link will provide access to the respective Grant Year's Program Guidance and Application Kits:
<https://www.fema.gov/homeland-security-grant-program>

That the use of all funds under this grant must support the goals and objectives included in the State Homeland Security Strategy and/or the Urban Area Homeland Security Strategy. Allocations and use of grant funds must also support the Investments identified in an Investment Justification, which may have been submitted as part of OKOHS's application for federal funding.

To utilize grant funds for the furthering of the OKOHS State Strategy, the National Preparedness Guidelines and the DHS/FEMA defined National Priorities.

To comply with grant closeout procedures established by OKOHS.

56. **Project Implementation:** The Sub-recipient agrees to implement and complete this project within the project period of the grant or be subject to forfeiture of grant funds.

That this project will be administered by the local or state governmental entity having authority and responsibility for its completion and that such entity will ensure institutional, managerial and financial capability for proper planning, management and completion of approved projects.

That the projects funded with this grant should demonstrate multi-disciplinary coordination of response efforts, including but not limited to: emergency medical services, emergency management, fire service, law enforcement, hazardous materials, public works, public health, health care facilities, military, government administration, private sector, citizens and communications.

57. **Property Control/Disposition:** Effective control and accountability must be maintained for all personal property. Sub-recipients must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Sub-recipients should exercise caution in the use, maintenance, protection and preservation of such property.

Title – Title to grant-funded equipment will continue to be held by the recipient or sub-recipient who purchase the equipment. The regulation establishes, however, that this title is a conditional title, meaning that the title is conditioned on the recipient or sub-recipient complying with the use, management and disposition requirements for the equipment in the [2 C.F.R § 200.313](#), and all other [2 C.F.R Part 200](#) requirements related to the property management that are applicable to equipment.

Encumbering Equipment – Additionally, recipients and sub-recipients may encumber grant-funded equipment without prior approval from FEMA or the pass-through entity. Recipients with specific questions about encumbering equipment should refer to their program NOFO or contact their program Analyst.

58. **Protected Critical Infrastructure Information (PCII):** That Protected Critical Infrastructure Information (PCII) will be treated in a manner consistent with the Critical Infrastructure Information Act of 2002 (Public Law 107-296) (CII Act),

which created a new framework, that enables State and local jurisdictions and members of the private sector to voluntarily submit sensitive information regarding critical infrastructure to DHS/FEMA. The Act also provides statutory protection for voluntarily shared CII from public disclosure and civil litigation. If validated as PCII, these documents can only be shared with authorized users who agree to safeguard the information. PCII accreditation is a formal recognition that the covered government entity has the capacity and capability to receive and store PCII. DHS requires all State Administering Agencies (SAAs) to complete the PCII accreditation process. Accreditation activities include signing a memorandum of agreement (MOA) with DHS, appointing a PCII Officer, and implementing a self-inspection program.

59. **Publications:** That all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the Federal Emergency Management Administration (FEMA) Grant Programs Directorate (GPD), U.S. Department of Homeland Security (DHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or DHS."

60. **Recording and Documentation of Receipts and Expenditures:** Sub-recipient's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub-grant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

61. **Rehabilitation Act of 1973 (Article XXXIII):** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

62. **Reports:** To provide the required quarterly status reports and other information and documentation that may be requested by OKOHS.

To cooperate with any assessments, national evaluation efforts, or information or data collection requests related to any activities within this project.

To provide DHS/FEMA and OKOHS reasonable assistance with assessments conducted to (a) determine the existing level of preparedness within the Sub-recipient's jurisdiction; (b) determine the homeland security related needs of the jurisdiction, and (c) measure progress in achieving state and federal preparedness goals.

63. **Reporting of Matters Related to Recipient Integrity and Performance (Article XXXIV):** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

64. **Reporting Sub-awards and Executive Compensation (Article XXXV):** Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at [2 C.F.R. Part 170, Appendix A](#), the full text of which is incorporated here by reference in the award terms and conditions.

65. **Retention of Records:** Any records relevant to the grant must be retained for at least three years following the termination date, which may be extended beyond the scheduled termination date, of the OKOHS/DHS/FEMA grant (OKOHS will provide the notice on the OKOHS web site under the grants section regarding the start date of this three year period). In accordance with the requirements set forth in the [2 C.F.R. Part 200](#), all financial records, supporting documents, statistical records, and all other records pertinent to the award shall be retained by each organization for at least three years from the date of submission of the final expenditure report. In cases where litigation, a claim, or an audit is initiated prior to expiration of the three year period, records must be retained until completion of the action and resolution of issues or the end

of the three year period, whichever is later. Retention is required for purposes of Federal examination and audit. Records may be retained in an electronic format.

66. **SAFECOM (Article XXXVI):** Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
67. **Sanctions:** If a Sub-recipient materially fails to comply with the terms and conditions of an award, OKOHS or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:
- Temporarily withhold cash payments pending correction of the deficiency by the Sub-recipient.
 - Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - Wholly or partly suspend or terminate the current award.
 - Withhold future awards for the project or program.
 - Pursue any other legal remedy that may be available.
 - Require reassignment of any tangible or intangible items purchased with OKOHS grant funding to another local jurisdiction.

Prior to taking action, OKOHS will provide the Sub-recipient reasonable notice of intent to impose measures and will make efforts to resolve the problem informally.

68. **Summary Description of Award (Article I):** The purpose of the FY 2019 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$4,077,500.00. This grant program funds a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.
69. **Terrorist Financing (Article XXXVII):** Recipients must comply with [E.O. 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
70. **Trafficking Victims Protection Act of 2000 (Article XXXVIII):** Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000* (TVPA), codified as amended at 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.
71. **Training:** All requested or relevant training records of Sub-recipients must be submitted to the OKOHS Training and Exercise Coordinator.
72. **Unauthorized Expenditures:** Examples of **unauthorized expenditures** include but are not limited to:
- Hiring of Public Safety Personnel
 - General use equipment including but not limited to items jurisdictions would normally be expected to have.
 - Items not pre-approved by OKOHS
 - Exercise related costs for non-expendable equipment items (e.g., electronic messaging signs) and/or vehicle/emergency response apparatus costs (other than the cost of fuel/gasoline, which is allowable)
73. **Universal Identifier and System of Award Management (Article XXXIX):** Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management

and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#), the full text of which is incorporated here by reference.

74. **USA Patriot Act of 2001(Article XL):** Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.
75. **Use of DHS Seals, Logo, and Flags (Article XLI):** Recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
76. **Whistleblower Protection Act (Article XLII):** Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. section 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.
77. **Written Approval of Changes:** Sub-recipient must notify OKOHS in writing of any events or changes requiring adjustment in the grant award. Examples include but are not limited to: changes of address, project manager, project site, budget categories or scope.

Authorized Official:

Name *Please type or print*

Signature

Date



City of
CHICKASHA

Meeting Type: City Council Agenda 1-6-2020

Meeting Date: 1/6/2020

Department: Administration

Agenda Item No. 6.g.

AGENDA ITEM: Discussion, consideration and possible action to approve the bid solicitation process for Project COC 2001.

I. BACKGROUND/DESCRIPTION:

Staff is requesting for Council to approve the bid solicitation process for the 17568 CDBG Construction project for sidewalks along 1st street from Alabama Ave to Chickasha Ave.

- Council previously approved staff to apply for a CDBG 2019 matching grant.
- The grant was awarded to the City of Chickasha.
- This is a budgeted item.

II. RECOMMENDED ACTION:

Approve the bid solicitation process for project COC-2001.

III. FISCAL INFORMATION -

- This is a budgeted item.
- 54-09-6450-031

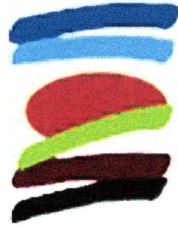
IV. FUND INFORMATION:

Dept. Director: Leasa Furr	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date:	(From)		

01/06/2020		
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V. ATTACHMENTS:

1. 0.1 17568CDBG19 BID PACKET FINAL
2. 0.2 17568CDBG19 DRAWINGS FINAL 19.12.18



**17568 CDBG 19
SIDEWALK CONSTRUCTION
1ST STREET
FROM ALABAMA AVENUE TO CHICKASHA AVENUE
RFP COC-2001
CITY OF CHICKASHA
CHICKASHA, OKLAHOMA**

SPECIFICATIONS & CONTRACT DOCUMENTS

This project was financed in whole or in part by funds from the U.S. Department of Housing and Urban Development as administered by the Oklahoma Department of Commerce.

Prepared by:



CHISHOLM TRAIL CONSULTING, LLC

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Duncan, Ok 73533
580-467-8130
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R. Scott Vaughn
R. Scott Vaughn, P.E., 15194

12-18-19

Date

**17568 CDBG 19
SIDEWALK CONSTRUCTION
1ST STREET
FROM ALABAMA AVENUE TO CHICKASHA AVENUE
RFP COC-2001**

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 <u>DRAWINGS</u>	 SEPARATE

ADVERTISEMENT FOR BIDS

City of Chickasha

Owner

117 North 4th Street

Chickasha, Oklahoma 73018

Address

405-222-6013

Telephone

Separate SEALED BIDS for the construction of
17568 CDBG 19, Sidewalk Construction, Alabama Avenue to Chickasha Avenue,
RFP COC-2001 Chickasha, Oklahoma

will be received by Chickasha City Clerk

at the office of Chickasha City Clerk until 1:30 p.m. local time, on the 5th day of February 2020, and then publicly opened and read aloud at the City Hall 3rd Floor Conference Room, 117 North 4th Street, Chickasha, Oklahoma 73018.

All bids must include assurances that the following provisions will be complied with:

1. Federal Labor Standards Provisions, US Department of Labor, 29 CFR 5;
2. Section 3 of the Housing and Urban Development Act of 1974, as amended; 12 U.S.C. 1701U, which requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the project area and contracts for work in substantial part by persons residing in the area of the project;
3. Section 109 of the Housing and Community Development Act of 1974, which assures that no person shall, on the grounds of race, color, natural origin or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination;
4. Certification of Non-Segregated Facilities, which assures the bidder does not maintain or provide any segregated facilities; comply with the terms of Section 504 and the American with Disabilities Act
5. Equal Opportunity Provisions - Executive Order 11246, as amended, which assures non-discrimination;
6. Minority Business Enterprise and Women Business Enterprise provisions which encourage minority-owned business and women-owned businesses to bid on the project;
7. Assurances that surety companies executing bonds appear on the Treasury Department's list and are authorized to transact business in the State where the project is located.
8. System for Award Management (SAM) registration and a DUNS number is required for CDBG Bidders (Prime contractors) in order to be awarded projects by the CDBG program. Bidders must go to Sam.gov to complete the registration process. The DUNS number site is <http://fedgov.dnb.com/webform>

A mandatory Pre-Bid meeting regarding the project will be held on January 24, 2020 at 10:00 a.m. at the Chickasha City Hall Conference Room, 3rd Floor, 117 North 4th Street, Chickasha, Oklahoma, 73018. Bids will not be accepted from firms who do not have a representative attending the Pre-Bid Conference.

The Contract documents may be examined at the following locations:

Chickasha City Clerk

Contract documents MUST be obtained from QUESTCDN.com

Copies of the contract documents may be obtained at the office of Chisholm Trail Consulting, LLC, located at 2124 Scott Lane, Duncan, Ok 73533, upon payment of \$100.00 for each set. Any bidder or non-bidder, upon returning the contract documents promptly and in good condition, will be refunded \$0.00.

Clerk

Date

INFORMATION FOR BIDDERS

Bids will be received by City of Chickasha (hereinafter called the "Owner") at 117 North 4th Street, Chickasha, Oklahoma 73018 until 1:30 p.m. local time, on the 5th day of February 2020, and then at said office publicly opened and read aloud.

Each bid must be submitted in a sealed envelope addressed to Chickasha City Clerk at 117 North 4th Street, Chickasha, Oklahoma 73018. Each sealed envelope containing a bid must be plainly marked on the outside as a "Bid for 17568 CDBG 19, Sidewalk Construction RFP COC-2001" and the envelope should bear on the outside the bidder's name, address and license number, if applicable, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Owner at 117 North 4th Street, Chickasha, Oklahoma 73018.

All bids must be made on the required bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

The Owner may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above-scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the bidders.

Bidders must satisfy themselves on the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and specifications, including addenda. After bids have been submitted, no bidder shall assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

Prior to bidding, the Owner shall provide bidders with all information that is pertinent to and delineates and describes the land owned and rights-of-way acquired or to be acquired.

The contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent or employee of the Owner or any other person shall not affect the risks or obligations assumed by the contractor or relieve the contractor from fulfilling any of the conditions of this contract.

Each bid must be accompanied by a bid bond payable to the Owner for five percent of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return the bonds of all except the

three lowest responsible bidders. When the agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment the payment bond and performance bond and/or statutory bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of the bid bond.

A performance bond and a payment/statutory bond, each in the amount of 100 percent of the contract price and each with a corporate surety approved by the Owner, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign bid bonds, payment bonds and/or performance bonds must file with each bond a certified copy of their Power of Attorney bearing the effective date.

The party to whom the contract is awarded will be required to execute the agreement and obtain the performance bond and statutory bond within ten (10) calendar days from the date when Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary agreement and bond forms. In case of failure of the bidder to execute the agreement, the Owner may consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Owner.

The Owner, within ten (10) days of receipt of acceptable performance bond, statutory bond and agreement signed by the party to whom the agreement was awarded, shall sign the agreement and return to such party an executed duplicate of the agreement. Should the Owner not execute the agreement within such period, the bidder may, by written notice, withdraw the signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to Proceed shall be issued within ten (10) days of the execution of the agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and contractor. If the Notice to Proceed has not been issued within the ten-day period or within the period mutually agreed upon, the contractor may terminate the agreement without further liability on the part of either party.

The Owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein.

A conditional or qualified bid will not be accepted.

Award will be made to the lowest responsible bidder.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation with respect to its bid.

Further, the bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including, specifically, the provisions of the Equal Opportunity Clause set forth in the Supplemental General Conditions.

System for Award Management (SAM) registration is required for CDBG program bidders (Prime Contractors) in order to be awarded projects by the CDBG program. SAM replaces Central Contractor Registration/Federal Agency Registration, Online Representations and Certifications Application, and Excluded Parties List System. Bidder's are required to complete a one-time free registration to provide basic information relevant to procurement and financial transactions. New Applicants please go to [Sam.gov](http://sam.gov) to complete the registration process.

Note: In order to register in SAM, a Data Universal Number System (DUNS) number will be required. DUNS number is a unique, non-indicative 9-digit identifier issued and maintained by Dun & Bradstreet (D&B) that verifies the existence of a business entity globally. D&B assigns DUNS numbers for each physical location of a business. All entities doing business with the U.S. Government can receive a DUNS number FREE of charge and, under normal circumstances, within 1-2 business days when using the D&B web form process at <http://fedgov.dnb.com/webform>

When alternate bids are taken, they will be listed in numerical order with the highest priority being number one, second priority being number two, etc.

When alternates are used, the low bidders will be selected by the lowest and best bid, considering all bids, which include the selected alternate bids.

The alternates will be listed in consecutive priority order to remain within the funds available for the project.

The low bidder shall supply the names and addresses of major material suppliers and subcontractors when required to do so by the Owner.

Inspection trips for prospective bidders will leave from the office of the Administrative Services Director at 117 North 4th Street, Chickasha, Oklahoma 73018.

SPECIAL NOTES TO BIDDERS:

As a part of the bid on this project, the successful bidder will be required to meet all requirements of the Underground Facilities Damage Prevention Act when engaged in work within the public right-of-way in the same manner as in private right-of-way.

There will be a mandatory Pre-Bid meeting on January 24, 2020 at 10:00 a.m. at the Chickasha City Hall Conference Room, 3rd Floor, 117 North 4th Street, Chickasha, Oklahoma, 73018.

Attendance at the Pre-Bid Conference is **MANDATORY**. Bids will not be accepted from firms who do not have a representative attending the Pre-Bid Conference. No plans, specifications or bid documents will be issued after the Pre-Bid Conference. All bidders must visit and inspect the construction sites and shall be familiar with the physical characteristics and conditions at the construction sites prior to submitting a bid.

The Owner reserves the right to consider alternative proposals submitted in writing by Bidders or by the Contractor.

BID PROPOSAL

Proposal of _____
(hereinafter called "Bidder"), organized and existing under the laws of
the State of _____, doing business as _____
_____, to City of Chickasha (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby
proposes to perform all work for the construction of 17568 CDBG 19,
Sidewalk Construction, RFP COC-2001 in strict accordance with the
contract documents within the time set forth therein and at the prices
stated below.

By submission of this bid, each Bidder certifies, and in the case of
a joint bid each party certifies as to its own organization, that this
bid has been arrived at independently, without consultation, commun-
ication or agreement as to any matter relating to this bid, with any
other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract within ten
(10) days of the date to be specified in the Notice to Proceed and to
fully complete the project within 150 consecutive calendar days
thereafter. Bidder further agrees to pay as liquidated damages the sum
of \$500.00 for each consecutive calendar day thereafter as provided in
Section 15 of the General Conditions.

No Bidder may withdraw a bid within 60 days after the actual opening
thereof. Each bid must be accompanied by a bid bond payable to Owner for
5% of the amount bid.

Bidder acknowledges receipt of the following addenda: _____
_____.

Bidder agrees to perform all the work described in the contract
documents for the following unit prices or lump sum.

NOTE: Bids shall not include sales tax.

*Insert "a corporation", "a partnership" or "an individual", as
applicable.

BID SCHEDULE

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
201(B)	SELECTIVE CLEARING	LS	1.0	\$	\$
(SP)	3/8" LIMESTONE SCREENINGS	CY	182.1	\$	\$
303(A)	AGGREGATE BASE	CY	9.0	\$	\$
609(A)	CONCRETE CURB - INTEGRAL	LF	100.0	\$	\$
610(A)	4" CONCRETE SIDEWALK	SY	3,277.8	\$	\$
610(A)	6" CONCRETE SIDEWALK	SY	64.6	\$	\$
610(I)	TACTILE WARNING DEVICE	SF	340.0	\$	\$
619(A)	DEMOLITION/REMOVALS	LS	1.0	\$	\$
619(B)	SIDEWALK REMOVAL	SY	481.4	\$	\$
619(C)	SAWING PAVEMENT	LF	468.1	\$	\$
880(J)	CONST TRAFFIC CONTROL	LS	1.0	\$	\$
TOTAL BID (NUMBERS)				\$	

TOTAL BID (WORDS)

Respectfully submitted,

Signature

Firm Name

Title

Address

Employer I.D. No.

Address

[(SEAL) if bid is by a corporation]

Telephone No.

DUN's Number: _____

ATTEST:

Secretary/Witness

Date

[illegible]

Affiant

Notary Public

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

NON-COLLUSION AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

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

Affiant

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

Notary Public

My Commission Expires:

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

PAYROLL AFFIDAVIT

STATE OF OKLAHOMA)
)
COUNTY OF _____) ss.

_____, of lawful age, being first duly sworn upon oath, states that (s)he is the agent authorized by the Bidder to submit the attached bid. Affiant further states that (s)he has submitted the required payroll information to the Wage and Hour Division of the Employment Standards Administration of the United States Department of Labor.

Affiant

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

Notary Public

My Commission Expires:

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

BID BOND

We, the undersigned, _____,
as Principal, and _____, as
Surety, are hereby held and firmly bound unto the City of Chickasha, as
Owner, in the penal sum of _____ for
the payment of which, well and truly to be made, hereby jointly and
severally bind ourselves, our successors and our assigns.

Signed this _____ day of _____, _____.

The condition of the above obligation is such that, whereas the
Principal has submitted to the City of Chickasha a certain bid, attached
hereto and hereby made a part hereof, to enter into a contract, in
writing, for the 17568 CDBG 19, Sidewalk Construction, RFP COC-2001;

NOW, THEREFORE, if said bid shall be rejected or if said bid shall
be accepted and the Principal shall execute and deliver a contract in the
form of the contract attached hereto (properly completed in accordance
with said bid) and shall furnish a bond for faithful performance of said
contract and for the payment of all persons performing labor or
furnishing materials in connection therewith and shall in all other
respects perform the agreement created by the acceptance of said bid,
then this obligation shall be void; otherwise, the same shall remain in
force and effect, it being expressly understood and agreed that the
liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

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

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

Principal

Surety

By:_____

ATTEST: (if by corporation)

Types Name & Title

Corporate Seal

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

Oklahoma Department of Commerce CDBG Programs

CONTRACTOR DEBARMENT REVIEW CERTIFICATION

(Must be submitted with bid proposal)

Chickasha CDBG Sidewalk Project

17568 CDBG 19

**CDBG Grantee Name (Owner) and Project Type
Number**

CDBG Project

ATTENTION ALL BIDDERS:

All CDBG sub-recipients (Cities, Towns, or Counties) are required to conduct debarment reviews on all services procured with CDBG funds by checking the **System for Award Management (SAM) website**, www.sam.gov, to determine if a potential contractor is excluded from receiving Federal contracts.

A contractor must be registered and updated in the SAM.gov system as this review is conducted by the Owner before any contract award is executed.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension; 7 CFR Part 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733).

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

Certified by:

Name & Title (Please Print)

Date

Signature

Date

Duns Number

Section 3 Plan

***This form must be completed by all prime contractors and subcontractors with bid amounts over \$100,000 and must be submitted with the bid. (Revised 1/1/97)**

Bid Submitted from: _____ For: _____

Name of Business

Project Being Bid

Date

What is Section 3? Under Section 3 of the U.S. Department of Housing and Urban Development (HUD) Act of 1968; whenever WJD financial assistance is given for housing or community development, to the greatest extent feasible, economic opportunities will be given to low income residents and businesses in that area. The project being bid has Community Development Block Grant (CDBG) funding which is subject to WJD requirements. ***Covered prime contractors and subcontractors are required to show a good faith effort to:**

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

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

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

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

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

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

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

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

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

Signature (Prime Contractor or Subcontractor)

Date

THIS FORM TO BE SUBMITTED WITH BID.

Payroll Certification

State of Oklahoma Department of Commerce

Community Development Block Grant

I, _____, an authorized official of _____,
acknowledge that this construction project has Federal funds attached, thereby requiring this project
to comply with the Davis-Bacon Act and all related Acts. Therefore, I agree to pay the designated
wage rates and supply Certified Payroll documentation as required.

Signature of Authorized Company Official

Printed Name of Authorized Company Official

Date

RETURN THIS FORM WITH BID.

Oklahoma Department of Commerce CDBG Programs Grantee Debarment Review and Certification

All CDBG sub-recipients are required, by the regulations implementing 24 CFR Part 85.35, to conduct debarment reviews on all services procured with CDBG funds **before any contract award is executed**. These reviews shall be conducted by using the **System for Award Management (SAM) website, www.sam.gov**, to determine if the potential contractor is excluded from receiving Federal contracts by using the **QUICK SEARCH** tool with the DUNS number for that entity; **Save/Print the results**. Complete this form and attach the SAM results along with the Notice of Award and Contractor's Certification form from the Bid/Proposal documents.

CDBG Grantee Name and Project Type	City of Chickasha 1st Street Sidewalk Project			CDBG Contract Number	17568 CDBG 19
*Contractor					
Address				Phone	
City		State		Zip Code	
Contractor's DUNS Number					
Debarment Review Completed By				Millie Vance	
Title of Reviewer				CDBG Consultant	
Reviewer's Organization				Millie Vance Inc.	
Chief Elected Official				Chris Mosley	
Title of Chief Elected Official				Mayor	

By signing this certification, both the Reviewer and the Chief Elected Official certify all necessary actions were taken to complete the debarment check and that the contractor listed above is not suspended or debarred from conducting business with, or receiving funding from, the United States government under E.O. 12549.

Signature of Reviewer

Date

Signature of Chief Elected Official

Date

Please upload this document along with other required documentation into OK-Grants "Release of Funds" and submit using the Notice of Award status. Keep the originals in the CDBG project file.

*Contractor is any entity or individual directly procured for contract services by the sub-recipient (grantee), (City, Town, or County), under this CDBG contract award and **must be registered** in the SAM.gov system.

C O N T R A C T

This contract, made and entered into by and between _____, as Party of the First Part, hereinafter designated as Contractor, and the City of Chickasha, as Party of the Second Part, hereinafter designated as the Owner, to-wit:

WHEREAS, the Contractor is the lowest and best bidder for:

17568 CDBG 19, Sidewalk Construction, RFP COC-2001

for the total bid price, as accepted, of _____ Dollars, (\$_____);

NOW, THEREFORE, the Contractor, for the consideration herein named, hereby agrees to do and complete the work above mentioned in accordance with the plans adopted and approved by the Owner and on file in the office of the Chickasha City Clerk, which plans and specifications are made a part of this contract by reference as if attached hereto or written in detail herein.

It is further agreed that the Contractor will commence said work within 10 days from the date of the Work Order and perform same vigorously and continuously and complete the same on or before 150 Calendar Days after issuance of Notice to Proceed.

It is further agreed that payment for the aforesaid work or material will be made under the terms of the Contractor's bid, as accepted, as provided in the specifications and that, upon final completion of this contract work, the Contractor will receive the full compensation payment according to the schedule of prices as contained in his bid, as accepted, and that, upon receipt by the Contractor of final claim, the same shall be paid in full for all claims of every kind and description the Contractor may have arising out of this contract.

The Notice to Bidders, the Information for Bidders, the Supplemental Information for Bidders, the Special and General Provisions of specifications and the Contractor's Bid Proposal, each of said instruments on file in the office of the Chickasha City Clerk, are hereby referred to and, by reference thereto, are made a part of this contract as if fully written in detail or attached hereto.

IN WITNESS WHEREOF, the Parties of the First and Second Parts have hereunto set their hands and seals the _____ day of _____, ____.

SEAL

Contractor

ATTEST:

By:_____

By:_____

Typed Name & Title

Typed Name & Title

SEAL

City of Chickasha
Owner

ATTEST:

By:_____

By:_____

Susan McDaniel, Clerk
Typed Name & Title

Chris Mosley, Mayor
Typed Name & Title

PERFORMANCE BOND

_____, as Principal,
and _____, a
corporation organized under the laws of the State of _____, as
surety, are held and firmly bound unto **the City of Chickasha, Oklahoma,**
in the penal sum of _____ Dollars
(\$_____), in lawful money of the United States of America, for
the payment of which, well and truly to be made, we bind ourselves and
each of us, our heirs, executors, administrators, trustees, successors
and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that, whereas said
Principal entered into a written contract with **the City of Chickasha,**
Oklahoma, dated_____,_____, for the **17568 CDBG 19, Sidewalk**
Construction, RFP COC-2001, all in compliance with the plans and
specifications therefor, made a part of said contract and on file in the
office of the

Chickasha City Clerk 117 N. 4th Street Chickasha, OK 73018

(Name and Address of Agency)

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly
and faithfully perform and abide by said contract and each and every
covenant, condition and part thereof and shall fulfill all obligations
resting upon said Principal by the terms of said contract and said
specifications and if said Principal shall protect and save harmless said
the **City of Chickasha** from any pecuniary loss resulting from the breach
of any of the items, covenants and conditions of said contract resting
upon said Principal, then this obligation shall be null and void,
otherwise to be and remain in full force and effect.

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

IN WITNESS WHEREOF, the said Principal has caused these presents to
be executed in its name and its corporate seal to be hereunto affixed by

its duly-authorized officers and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its Attorney-In-Fact, duly authorized to do so, the day and year set forth below.

Dated this _____ day of _____, _____.

PRINCIPAL:

By: _____

ATTEST:

SURETY:

By: _____
Attorney-In-Fact

STATUTORY BOND

No. _____

We, _____, as Principal, and
_____, a corporation
organized under the laws of the State of _____, as
Surety, are held and firmly bound unto the State of Oklahoma in the
amount of _____ Dollars
(\$_____) for the payment of which we hereby bind ourselves, our
heirs, executors, administrators and assigns, jointly and severally,
firmly by these presents.

Dated this ____ day of _____, _____.

WHEREAS, the said _____
did on _____ enter into a certain contract with the

City of Chickasha

AND WHEREAS, this bond is given in compliance with Oklahoma Statutes
Annotated, 194, Title 61, Sections 1 and 2, as amended;

NOW, THEREFORE, the condition of the above obligation is such that,
if the Principal shall pay all indebtedness incurred for labor, materials
or rental of machinery or equipment furnished in the construction of said
public building or in making said public improvements, then this
obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF we have hereunto set our hands and seals the day
and year first above written.

By: _____
Bonding Company

ATTEST (If by corporation)

By: _____
Attorney

MAINTENANCE BOND
(Defect Bond)

_____, as Principal, and _____, a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of Chickasha,
(City, Town or Trust Authority)
in the penal sum of _____ Dollars (\$_____) in lawful money of the United States of America, said sum being equal to one hundred percent (100%) of the contract price, for payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that, whereas said Principal entered into a written contract with the City of Chickasha
(City, Town or Trust Authority)
dated _____, _____, for

17568 CDBG 19, Sidewalk Construction, RFP COC-2001, all in compliance with the plans and specifications therefor, made a part of said contract and on file in the office of the Chickasha City Clerk at 117 N. 4th Street Chickasha, OK 73018;

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City of Chickasha all damage, loss and expense which may result by reason of defective materials and/or workmanship in connection with said work occurring within a period of one (1) year from and after the acceptance of said project by the City of Chickasha.
(City, Town or Trust Authority)

then this obligation shall be null and void, otherwise to be and remain in full force and effect.

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

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly-authorized officers and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its Attorney-In-Fact, duly authorized so to do, the day and year set forth below.

DATED this _____ day of _____, _____.

PRINCIPAL:

By: _____

ATTEST:

SURETY:

By: _____
Attorney-In-Fact

INSURANCE REQUIREMENTS

Name of Insured: _____

Description of Work: 17568 CDBG 19, Sidewalk Construction, RFP COC-2001

Location of Work: 1st Street from Alabama Avenue to Chickasha Avenue in Chickasha, OK

<u>Kind of Insurance</u>	<u>Minimum Coverage</u>	<u>Expected Dates Coverage Needed</u>	
		<u>From</u>	<u>To</u>
Workers' Compensation	Legal Amount	_____	_____
General Public Liability and Property Damage, Including Vehicle Coverage:			
Bodily Injury - Each Person	\$500,000	_____	_____
Bodily Injury - Each Accident	\$500,000	_____	_____
Property Damage - Each Person	\$200,000	_____	_____
Property Damage - Aggregate Limit	\$200,000	_____	_____
Builder's Risk (If Required)	Full Coverage	_____	_____

Note: This covers all motor-driven vehicles such as cars, trucks, graders, etc.

In the event of any material change or cancellation of said policies, the company will give fifteen (15) days' written notice to the City of Chickasha, Owner.

Statements such as "will endeavor" and "but failure to notify Owner shall impose no obligation or liability of any kind upon the company" shall not be allowed.

Coverage shall be indicated by checking all boxes applicable. Insurance shall cover any hazards involved with the planned construction. Special coverage for blasting operations shall be listed separately on the certificates.

The Owner shall be listed as the certificate holder.

ATTORNEY'S CERTIFICATE OF APPROVAL OF CONTRACT AND BONDS

I, the undersigned _____, the fully authorized and acting legal representative of the City of Chickasha, Oklahoma, do hereby certify as follows:

I have examined the construction contract between the construction contractor, _____, and the above-named entity and the surety bonds given by the construction contractor in connection with the performance of said contract and the manner of execution of the contract and surety bonds and I am of the opinion that each of the aforesaid agreement has been duly executed by the proper parties thereto, acting through their duly authorized representatives, that said representatives have full power and authority to execute said agreements on behalf of the respective parties named therein and that the foregoing contract and surety bonds constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

Dated the _____ day of _____, 20_____.

Attorney

_____, Oklahoma

STATE OF OKLAHOMA)
) SS.
COUNTY OF _____)

Affiant (Supervisory Official)

Notary Public



City of Chickasha , Oklahoma

17568 CDBG 19 GENERAL CONDITIONS

GENERAL CONDITIONS

- | | |
|---|--|
| 1. Definitions | 17. Subsurface Conditions |
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| 12. Supervision by Contractor | 28. Land and Rights-of-Way |
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| 14. Changes in Contract Price | 30. Arbitration |
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1. **DEFINITIONS:** Wherever used in the contract documents, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

- a. Addenda: Written or graphic instruments issued prior to the execution of the agreement which modify or interpret the contract documents, drawings and specifications by additions, deletions, clarifications or corrections.
- b. Bid: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.
- c. Bidder: Any person, firm or corporation submitting a bid for the work.
- d. Bonds: Bid, performance, payment (statutory) and maintenance bonds and other instruments of security furnished by the Contractor and the Contractor's surety in accordance with the contract documents.
- e. Change Order: A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the contract documents or authorizing an adjustment in the contract price or contract time.
- f. Contract Documents: The contract, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment (Statutory) Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications and Addenda.
- g. Contract Price: The total monies payable to the Contractor under the terms and conditions of the contract documents.

- h. Contract Time: The number of calendar days stated in the contract documents for the completion of the work.
- i. Contractor: The person, firm or corporation with whom the Owner has executed the agreement.
- j. Drawings: The parts of the contract documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the engineer.
- k. Engineer: The person, firm or corporation named as such in the contract documents.
- l. Field Order: A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the engineer to the Contractor during construction.
- m. Notice to Proceed: Written communication issued by the Owner to the Contractor authorizing him/her to proceed with the work and establishing the date for commencement of the work.
- n. Notice of Award: The written notice by Owner to the apparent successful bidder stating that, upon compliance by the apparent successful bidder with the conditions enumerated therein within the time specified, Owner will sign and deliver the agreement.
- o. Owner: A public or quasi-public body or authority, corporation, association, partnership or individual for whom the work is to be performed.
- p. Project: The undertaking to be performed as provided in the contract documents.
- q. Resident Project Representative: The authorized representative of the Owner who is assigned to the project site or any part thereof.
- r. Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor which illustrate how specific portions of the work shall be fabricated or installed.
- s. Specifications: A part of the contract documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- t. Subcontractor: An individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the work at the site.
- u. Substantial Completion: That date certified by the engineer when the construction of the project or a specified part thereof

is sufficiently completed, in accordance with the contract documents, to allow the project or specified part to be utilized for the purposes for which it is intended.

- v. Supplemental General Conditions: Modifications to General Conditions required by a Federal agency for participation in the project and approved by the agency in writing prior to being included in the contract documents or such requirements that may be imposed by applicable State laws.
- w. Supplier: Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.
- x. Work: All labor necessary to produce the construction required by the contract documents and all materials and equipment incorporated or to be incorporated in the project.
- y. Written Notice: Any notice in writing to any party to the agreement regarding any part of this agreement. Said written notice shall be considered delivered and the service thereof completed when posted by certified or registered mail to said party at their last given address or delivered in person to said party or their authorized representative at the project site.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:

- a. The Contractor may be furnished additional instructions and detail drawings by the engineer as necessary to carry out the work required by the contract documents.
- b. The additional drawings and instructions thus supplied will become a part of the contract documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS:

- a. The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data, where applicable, as are required by the contract documents for the work to be performed.
- b. Prior to the first partial payment estimate, the Contractor shall submit construction progress schedules showing the order in which the Contractor proposes to carry on the work, including dates at which the various parts of the work will be started, estimated date of completion of each part and, as applicable:
 - (1) The dates at which special detail drawings will be required; and

- (2) Respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- c. The Contractor shall also submit a schedule of payments the Contractor anticipates will be earned during the course of the work.

4. DRAWINGS AND SPECIFICATIONS:

- a. The drawings and specifications are tools to be used by the Contractor to enable the Contractor to furnish all labor, materials, tools, equipment and transportation necessary for the proper performance of the work in accordance with the contract documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner.
- b. In case of conflict between the drawings and the specifications, the specifications shall govern. Figure dimensions and drawings shall govern over scale dimensions and detail drawings shall govern over general drawings.
- c. Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported, in writing, to the engineer, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

5. SHOP DRAWINGS:

- a. The Contractor shall provide shop drawings as may be necessary for the performance of the work as required by the contract documents. The engineer shall promptly review all shop drawings. The engineer's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the contract documents. The approval of any shop drawing that substantially deviates from the requirement of the contract documents shall be evidenced by a change order.
- b. When submitted for the engineer's review, shop drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

6. MATERIALS, SERVICES AND FACILITIES:

- a. It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any
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nature and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time.

- b. Materials and equipment shall be so stored as to preserve their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located to facilitate prompt inspection.
- c. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- d. Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the engineer.
- e. Materials, supplies or equipment to be incorporated into the work shall be purchased by the Contractor or the subcontractor free and clear of chattel mortgages, conditional sales contracts or other agreements by which an interest is retained by the seller.

7. INSPECTION AND TESTING:

- a. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards as required and defined in the contract documents.
- b. The Owner shall provide all inspection and testing services not required by the contract documents.
- c. The Contractor shall provide, at the Contractor's expense, the testing and inspection services required by the contract documents.
- d. If the contract documents, laws, ordinance, rules, regulations or orders of any public authority having jurisdiction require any specific work to be inspected, tested or approved by someone other than the Contractor, the Contractor will give the engineer timely notice of readiness. The Contractor will then furnish the engineer the required certificates of inspection, testing or approval.
- e. Inspections, tests or approvals by the engineer or others shall not relieve the Contractor from the obligation to perform the work in accordance with the requirements of the contract documents.
- f. The engineer and the engineer's representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, pay-

rolls, records of personnel, invoices of materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and for any inspection or testing thereof.

- g. If any work is covered contrary to the written instructions of the engineer, it must, if requested by the engineer, be uncovered for the engineer's observation and the covering replaced at the Contractor's expense.
 - h. If the engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing, as the engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the Contractor will bear all expenses of such uncovering, exposing, observing, inspecting and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposing, observing, inspecting, testing and reconstruction and an appropriate change order shall be issued.
- 8. **SUBSTITUTIONS:** Whenever a material, article or piece of equipment is identified on the drawings or specifications by referenced to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the contract documents by reference to brand name or catalog number and if, in the opinion of the engineer, such material, article or piece of equipment is of equal substances and function to that specified, the engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and the contract documents shall be appropriately modified by change order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.
- 9. The Contractor shall pay all applicable royalties and license fees and shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design or product of a particular manufacturer or manufacturers is specified; however, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for

such loss unless the Contractor promptly gives such information to the engineer.

10. SURVEYS, PERMITS, REGULATIONS:

- a. The Owner shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the work, together with a suitable number of benchmarks adjacent to the work as shown in the contract documents. From the information provided by the Owner, unless otherwise specified in the contract documents, the Contractor shall develop and make all detail surveys needed for construction, such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.
- b. The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.
- c. Permits and licenses of a temporary nature necessary for the performance of the work shall be secured and paid for by the Contractor unless otherwise stated in the Supplemental General Conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance therewith, the Contractor shall promptly notify the engineer in writing and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY AND PERSONS:

- a. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and program in connection with the work. The Contractor will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby and for the protection of all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- b. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the work, all

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necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when performance of the work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the contract documents or to the acts or omissions of the Owner or the engineer or anyone employed by either them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

- c. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the engineer or Owner, shall act to prevent the threatened damage, injury or loss. The Contractor will give the engineer prompt written notice of any significant changes in the work or deviations from the contract documents caused thereby and a change order shall thereupon be issued covering the changes and deviations involved.
12. SUPERVISION BY CONTRACTOR: The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.
13. CHANGES IN THE WORK:
- a. The Owner may, at any time, as the need arises, order changes within the scope of the work without invalidating the agreement. If such changes increase or decrease the amount due under the contract documents or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
 - b. The engineer may also, at any time, by issuing a field order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the engineer unless the Contractor believes that such field order entitles the Contractor to a change in contract price or time, or both, in which event, the Contractor shall give the engineer written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter, the Contractor shall document the basis for the change in contract price or time within thirty (30) days. The Contractor shall not

execute such changes pending the receipt of an executed change order or further instruction from the Owner.

14. CHANGES IN CONTRACT PRICE: The contract price may be changed only by a change order. The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below:
 - a. Unit prices previously approved;
 - b. An agreed lump sum.
15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:
 - a. The date of beginning and the time for completion of the work are essential conditions of the contract documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.
 - b. The Contractor will proceed with the work at such rate of progress as to ensure full completion within the contract time. It is expressly understood and agreed by and between the Contractor and the Owner that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
 - c. If the Contractor shall fail to complete the work within the contract time or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the bid for each calendar day the Contractor shall be in default after the time stipulated in the contract documents.
 - d. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Owner or engineer:
 - (1) Any preference, priority or allocation order duly issued by the Owner;
 - (2) Unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts or the Owner, acts of another contractor in the performance of a contract with the Owner, fires, flood, epidemics, quarantine, restrictions, strikes, freight embargoes and abnormal and unforeseeable weather; and

- (3) Any delays of subcontractors occasioned by any of the causes specified in paragraphs 15d(1) and 15d(2) of this article.

16. CORRECTION WORK:

- a. The Contractor shall promptly remove from the premises all work rejected by the engineer for failure to comply with the contract documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damages by such removal or replacement.
- b. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials at the expense of the Contractor.

17. SUBSURFACE CONDITIONS:

- a. The Contractor shall promptly, before such conditions are disturbed except in the event of an emergency, notify the Owner by written notice of:
 - (1) Subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents; or
 - (2) Unknown physical conditions at the site of an unusual nature which differ materially from those ordinarily encountered and generally recognized as inherent in the work the character provided for in the contract documents.
- b. The Owner shall promptly investigate the conditions and, if it is found that such conditions do so materially differ and cause an increase or decrease, an adjustment shall be made and the contract documents shall be modified by a change order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless the required written notice has been given and provided that the Owner may, if the Owner determines the facts so justify, consider and adjust any claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY:

- a. The Owner may suspend the work or any portion thereof for a period of not more than ninety (90) days or until such further time as agreed upon by the Contractor in a written notice to the Contractor and the engineer fixing the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the

contract price or an extension of the contract time, or both, for any costs and/or delays incurred which are directly attributable to any suspension.

b. If any of the following conditions occur:

- (1) The Contractor is adjudged bankrupt or insolvent or makes a general assignment for the benefit of its creditors;
- (2) A trustee or receiver is appointed for the Contractor or for any of its property;
- (3) Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy of applicable laws;
- (4) The Contractor repeatedly fails to supply sufficiently skilled workmen or suitable materials or equipment;
- (5) The Contractor repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment;
- (6) The Contractor disregards laws, ordinance, rules, regulations or orders of any public body having jurisdiction over the work;
- (7) The Contractor disregards the authority of the engineer or otherwise violates any provision of the contract documents;

then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the engineer and incorporated in a change order.

c. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter occur. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the contract documents.

- d. After ten (10) days from the delivery of a written notice to the Contractor and the engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit.
- e. If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority or the engineer fails to act on any request for payment within thirty (30) days after it is submitted or the Owner fails to pay the Contractor substantially the sum approved by the engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the Owner and the engineer, terminate the contract and recover from the Owner payment for all work executed and all expenses sustained. In addition to and in lieu of terminating the contract, if the engineer has failed to act on a request for payment or if the Owner has failed to make payment as aforesaid, the Contractor may, upon ten (10) days written notice to the Owner and engineer, stop the work until paid all amounts then due, in which event and upon resumption of the work, change orders shall be issued to adjust the contract price or extend the contract time, or both, to compensate for the costs and delays attributable to the stoppage of the work.
- f. If the performance of all or any portion of the work is suspended, delayed or interrupted as a result of a failure by the Owner or engineer to act within the time specified in the contract documents or if no time is specified, within a reasonable time, an adjustment in the contract price or an extension of the contract time, or both, shall be made by change order to compensate the Contractor for the costs and delays unnecessarily caused by the failure of the Owner or engineer.

19. PAYMENT TO CONTRACTOR:

- a. At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the engineer a partial payment estimate filled out and signed by the Contractor, covering the work performed during the period covered by the partial payment estimate and supported by such data as the engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by supporting data, satisfactory to the Owner, which will establish the Owner's title to the material and equipment and protect the Owner's interest therein, including applicable insurance. The engineer will, within ten (10) days after the receipt of each partial payment estimate, either indicate approval of payment in writing and present the partial payment

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estimate to the Owner or return the partial payment estimate to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within ten (10) days of presentation of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 10% of said estimate until 50% of the work has been completed. At 50% completion, further partial payments shall be made in full to the Contractor and no additional amounts may be retained unless the engineer certifies that the job is not proceeding satisfactorily and amounts previously retained shall not be paid to the Contractor. At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained; however, in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the work has been substantially completed except for work which cannot be completed because of weather conditions, lack of materials or other reasons which, in the judgment of the Owner, are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed.

- b. The request for payment may also include an allowance for the cost of major materials and equipment suitably stored either at or near the site.
- c. Prior to substantial completion, the Owner, with the approval of the engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.
- d. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.
- e. Upon completion and acceptance of the work, the engineer shall issue a certificate attached to the final payment request that the work has been accepted under the conditions of the contract documents. The entire balance found to be due to the Contractor, including the retained percentages, except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the work.
- f. The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demand

of subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts therefor, equipment, tools and supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived. If the Contractor fails to do so, the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents. In no event shall these provisions be construed to impose any obligations upon the Owner to either the Contractor, the Contractor's surety or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

- g. If the Owner failed to make payment within thirty (30) days after approval by the engineer, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE: Acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others, relating or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the contract documents or the performance of the payment bonds.

21. INSURANCE:

- a. The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by the Contractor, any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
 - (1) Claims under Workers' Compensation, disability benefit and other similar employee benefit acts;
 - (2) Claims for damages because of bodily injury, occupational sickness or disease or death of employees;

- (3) Claims for damages because of bodily injury, sickness or disease or death of any person other than employees;
 - (4) Claims for damages covered by the usual personal injury liability coverage which are sustained by:
 - (a) Any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor; or
 - (b) Any other person;
 - (5) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- b. Certificates of insurance acceptable to Owner shall be filed with the Owner prior to commencement of work. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen-(15) days' prior written notice has been given to the Owner.
- c. The Contractor shall procure and maintain, at the Contractor's own expense, during the contract time, liability insurance as hereinafter specified:
- (1) Contractor's general public liability and property damage insurance, including vehicle coverage, issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property arising out of or in connection with any operations under the contract documents, whether such operations be by the Contractor or by any subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident, and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,00 for all property damage sustained by any one person in any one accident and a limit of liability not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.
 - (2) The Contractor shall acquire and maintain, if applicable, fire and extended coverage insurance upon the project to the full insurable value thereof for the benefit of the Owner, the Contractor and the subcontractors, as their interest may appear. This provision shall in no way release the Contractor or the Contractor's surety from

obligations under the contract documents to fully complete the project.

- d. The Contractor shall procure and maintain, at the Contractor's own expense, during the contract time, in accordance with the provisions of the laws of the State in which the work is performed, Workers' Compensation insurance, including occupational disease provisions, for all of the Contractor's employees at the site of the project and, in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workers' Compensation insurance, including occupational disease provisions, for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate and suitable insurance for the protection of its employees not otherwise protected.
- e. The contractor shall secure, if applicable, "all risk" type Builder's risk insurance for work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the contract price totaled in the bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the contract time and until the work is accepted by the Owner. The policy shall name as the insured the Contractor and the Owner.

22. CONTRACT SECURITY:

- a. The Contractor shall, within ten (10) days after the receipt of the Notice of Award, furnish the Owner with a performance bond and a payment (statutory) bond in penal sums equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents and upon the prompt payment by the Contractor to all persons supplying labor and materials in the performance of the work required by the contract documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds", as published in Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Contractor. If, at any time, a surety on any such bond is declared bankrupt or loses its right to do business in the State in which the work is to be performed or is removed from the list of Surety Companies Acceptable on Federal Bonds, Contractor shall, within ten (10) days after notice from the Owner, substitute another bond and surety, both of which must be acceptable to Owner. The premiums on such bond shall be paid by the Contractor. No

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further payment shall be deemed due nor made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

23. ASSIGNMENTS: Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the contract or any portion thereof or of any right, title or interest therein or any obligations thereunder without written consent of the other party.

24. INDEMNIFICATION:

- a. The Contractor will indemnify and hold harmless the Owner and the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, which is caused in whole or in part by any negligent or willful act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- b. In any and all claims against the Owner or the engineer or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under the Workers' Compensation Act, disability benefits acts or other employee benefits acts.
- c. The obligation of the Contractor under this paragraph shall not extend to the liability of the engineer, its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

25. SEPARATE CONTRACTS:

- a. The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the engineer any defects in such work that render it unsuitable for such proper execution and results.
- b. The Owner may perform additional work related to the project or the Owner may let other contracts containing provisions similar

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to these. The Contractor will afford the other contractors who are parties to such contracts (or the Owner, if the Owner is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate the work with theirs.

- c. If the performance of additional work by other contractors or the Owner is not noted in the contract documents prior to the execution of the contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes the performance of such additional work by the Owner or other involves it in additional expense or entitles it to an extension of the contract time, the Contractor may make a claim therefor as provided in Sections 14 and 15.

26. SUBCONTRACTING:

- a. The Contractor may utilize the services of specialty subcontracts on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- b. The Contractor shall not award work to subcontractor(s) in excess of fifty (50) percent of the contract price or in excess of fifty (50) percent of the labor and equipment required to install the project without prior written approval of the Owner.
- c. The Contractor shall be as fully responsible to the Owner for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- d. the Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power regarding termination of any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- e. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the Owner.

27. ENGINEER'S AUTHORITY:

- a. The engineer shall act as the Owner's representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and work performed and shall interpret the intent of the contract documents in a fair and unbiased manner. The engineer will make visits to the site and determine if the work is proceeding in accordance with the contract documents.

- b. The Contractor will be held strictly to the intent of the contract documents in regard to the quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.
- c. The engineer will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.
- d. The engineer shall promptly make decisions relative to interpretation of the contract documents.

28. LAND AND RIGHTS-OF-WAY:

- a. Prior to issuance of the Notice to Proceed, the Owner shall obtain all land and right-of-way necessary for the carrying out and completion of the work to be performed pursuant to the contract documents, unless otherwise mutually agreed.
- b. The Owner shall provide the Contractor with information that delineates and describes the lands owned and right-of-way acquired.
- c. The Contractor shall provide, at its own expense and without liability to the Owner, any additional land and access thereto that the Contractor may desire for temporary construction facilities or for storage of materials.

29. GUARANTEE: The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The Contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event the Contractor should fail to make such corrections, the Owner may do so and charge the Contractor the costs thereby incurred. The performance bond shall remain in full force and effect throughout the guarantee period.

30. ARBITRATION BY MUTUAL AGREEMENT:

- a. All claims, disputes and other matters in question arising out of or relating to the contract documents or the breach thereof, except for claims which have been waived by making an acceptance of final payment as provided in Section 20, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under

the prevailing arbitration law. The award rendered by the arbitrators shall be final and judgment may be rendered upon it in any court having jurisdiction thereof.

- b. Notice of the request for arbitration shall be filed in writing with the other party to the contract documents and a copy shall be filed with the engineer. Request for arbitration shall in no event be made on any claim, dispute or other matter in question that would be barred by the applicable statute of limitations.
 - c. The Contractor will carry on the work and maintain the progress schedule during any arbitration proceedings unless otherwise mutually agreed in writing.
31. TAXES: The Contractor will pay all sales, consumer, use and other similar taxes required by the laws of the place where the work is performed.



Chickasha Municipal Authority, Oklahoma

17568 CDBG 19 SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

The provisions of the Supplemental General Conditions as described herein change, amend or supplement the General Conditions and shall supersede any conflicting provisions of this contract. All provisions of the General Conditions which are not changed, amended or supplemented remain in force.

- | | |
|--|---|
| 1. Contract Approval | 12. State Energy Policy |
| 2. Contract Change Orders | 13. Equal Opportunity |
| 3. Partial Payment Estimates | 14. Non-Resident Contractor
Registration |
| 4. Conflict of Interest | 15. Payment for Materials
Stored on Site |
| 5. Protection of Lives & Property | 16. Change order Approval |
| 6. Remedies | 17. Final Inspection |
| 7. Gratuities | 18. Partial Occupancy & Use |
| 8. Audit & Access to Records | 19. Permits Requiring Time
Schedule |
| 9. Small Minority & Women's Businesses | 20. Clean Up Release |
| 10. Anti-Kickback | |
| 11. Violating Facilities | |

1. CONTRACT APPROVAL:

- a. The Owner and the Contractor will furnish the Owner's attorney such evidence as is required to enable the Owner's attorney to complete and execute "Certificate of Owner's Attorney" (Section 14).
- b. When a performance bond and payment bond are provided, the United States, acting through HUD, will be named as co-obligee in these bonds unless prohibited by State law. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State where the project is located.
- c. This contract is expected to be funded in part with funds from HUD. Neither the United States nor any of its departments, agencies or employees is or will be a party to this contract or any subcontract.

2. CONTRACT CHANGE ORDERS:

- a. All changes affecting the project's construction cost or modifications of the terms or conditions of the contract must be authorized by means of a written contract change order that is mutually agreed to by the Owner and the Contractor. The contract change order will include extra work, work for which quantities have been altered from those shown on the bidding schedule and decreases or increases in the quantities of installed units which are different than those shown in the bidding schedule because of final measurements. All changes must be recorded on a contract change order before they can be included in a partial payment estimate.

- b. A "Contract Change Order" shall be used to record contract changes.
- c. When the contract sum is in whole or in part based on unit prices, the Owner reserves the right to increase or decrease a unit price quantity as may be deemed reasonable or necessary in order to complete the work.

3. PARTIAL PAYMENT ESTIMATES:

- a. "Partial Payment Estimates" shall be used when estimating periodic payments due the Contractor.
- b. The Owner may, after consultation with the architect/engineer, withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any approved partial payment estimate to such extent as may be necessary to protect the Owner from loss on account of:
 - (1) Defective work not remedied;
 - (2) Claims filed;
 - (3) Failure of Contractor to make payments properly to subcontractors or suppliers;
 - (4) A reasonable doubt that the work can be completed for the balance then unpaid;
 - (5) Damage to another contractor;
 - (6) Performance of work in violation of the terms of the contract documents.
- c. Where work on unit price items is substantially complete but lacks testing, clean-up and/or corrections, amounts shall be deducted from unit prices in partial payment estimates to amply cover such testing, cleanup and/or corrections.
- d. When the items in 3.b. and 3.c. are cured, payment shall be made for amounts withheld because of them.
- e. Payments will not be made that would deplete the retainage or place in escrow any funds required for retainage or invest the retainage for the benefit of the contract.

4. CONFLICT OF INTEREST:

- a. Unacceptable Bidders:
 - (1) No engineer or architect (individual or firm, including persons they employ) who has prepared plans and specifications will be considered an acceptable bidder.

Any firm or corporation in which such engineer or architect (including persons they employ) is an officer or an employee or holds or controls a substantial interest will not be considered an acceptable bidder.

- (2) Contracts or purchases by the Contractor shall not be awarded or made to a supplier or manufacturer if the engineer or architect (firm or individual) who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Bids will not be awarded to firms or corporations owned or controlled wholly or in part by a member of the governing body of the Owner or to an individual who is such a member.
 - b. None of the Owner's officers, employees or agents shall engage in the award or administration of this contract if a conflict of interest, real or apparent would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his partner or an organization which employs him or is about to employ him, or any of the above, has a financial or other interest in the Contractor. None of the Owner's officers, employees or agents shall solicit or accept gratuities, favors or anything of monetary value from the Contractor or subcontractor.
5. PROTECTION OF LIVES AND PROPERTY:
- a. In order to protect the lives and health of its employees under the contract, the Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any State safety and health agency requirements.
 - b. The Contractor alone shall be responsible for the safety, efficiency and adequacy of its plant, appurtenances and methods and for any damage which may result from their failure or their improper construction, maintenance or operation.
6. REMEDIES: Unless otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this contract or the breach thereof will be decided by arbitration, if the parties mutually agree, or in a court of competent jurisdiction with the State in which the Owner is located.
- a. The arbitration provisions of this section may be initiated by either party to this contract by filing with the other party and the engineer/architect a written request for arbitration.
 - b. Each party to this contract will appoint one arbitrator and the two arbitrators will select the third arbitrator.
 - c. The arbitrators will select a hearing location as close to the Owner's locale as possible.

- d. The procedure for conducting the hearing will follow the Construction Industry Arbitration Rules of the American Arbitration Association.

7. GRATUITIES:

- a. If the Owner finds, after a notice and hearing, that the Contractor or any of the Contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Owner in an attempt to secure this contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the Owner may, by written notice to the Contractor, terminate this contract. The Owner may also pursue other rights and remedies that the Law or this contract provides. However, the existence of the facts on which the Owner bases such findings shall be an issue and may be reviewed in proceedings under the remedies clause of this contract.
- b. In the event this contract is terminated as provided in paragraph 7.a., the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the Owner may pursue exemplary damages in an amount determined by the Owner, which shall be not less than three nor more than ten times the cost the Contractor incurs in providing any gratuities to any such officer or employee.

8. AUDIT AND ACCESS TO RECORDS: For all negotiated contracts except those of \$10,000 or less, HUD, the Comptroller General, the Owner or any of their duly-authorized representatives shall have access to any books, documents, papers and records of the Contractor which are pertinent to the contract for the purpose of making audits, examination, excerpts and transcriptions. The Contractor shall maintain all required records for three years after final payment is made and all other pending matters are closed.

9. SMALL, MINORITY AND WOMEN'S BUSINESSES: If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall consist of:

- a. Including qualified small, minority and women's businesses on solicitation lists;
- b. Assuring that small, minority and women's businesses on solicited whenever they are potential sources;
- c. Dividing total requirements when economically feasible;

- d. Establishing delivery schedules where the requirements of the work permit, which will encourage participation by small, minority and women's businesses.
 - e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce;
 - f. Requiring each party to a subcontract to take the affirmative steps of this section; and
 - g. Contractors are encouraged to procure goods and services from labor surplus area firms.
10. ANTI-KICKBACK: The Contractor shall comply with the Copeland Anti-Kickback Act (18 USC §874) as supplemented in Department of Labor regulations 929 CFR 3). This Act provides that each Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public facilities to give up any part of the compensation to which they are otherwise entitled. The Owner shall report all suspected or reported violations to FmHA.
 11. VIOLATING FACILITIES: Where this contract exceeds \$100,000, the Contractor shall comply with all applicable standards, orders or requirements issued under the Clean Water Act (33 USC §1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR 15), which prohibit the awarding of non-exempt Federal contracts, grants or loans to facilities included on the EPS's list of violating facilities. The Contractor will report violations to the EPA.
 12. STATE ENERGY POLICY: The Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan shall be utilized.
 13. EQUAL OPPORTUNITY REQUIREMENTS: For all contracts in excess of \$10,000, the Contractor shall comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR 60).
 - a. The Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications as set forth in 41 CFR 60-4, and its efforts to meet the goals established for the geographical area where the contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and throughout each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to

project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hour performed.

- b. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Program within 10 working days of the award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the contract is to be performed.
- 14. NON-RESIDENT CONTRACTOR REGISTRATION: Any non-resident Contractor doing business in the State of Oklahoma shall register with the Oklahoma Tax Commission, the Oklahoma Employment Security Commission, the State Industrial Court and the County Assessor of each county in which contract work will be performed. This must be done prior to commencing work under the contract.
 - 15. PAYMENT FOR MATERIAL STORED ON SITE: The following items will be required if the Contractor requests payment for material stored on the site (see Paragraph 19.b. of the General Conditions):
 - a. Invoices, approved and initialed by the consulting engineer and the Owner, showing the quantity, size, cost, etc., of the material;
 - b. Payment will be made only for material stored in a location approved by the Owner. The storage area must provide adequate protection from the elements and the material must be stored so it can be promptly inspected. Material strung throughout the job site will not be considered properly stored.
 - c. The ten percent retainer that applies to material installed will also apply to materials stored on the site;
 - d. When payment for material stored on the site is received, a paid invoice for that payment from the supplier must be submitted to the Owner prior to the payment of the next partial pay estimate.
 - 16. CHANGE ORDER APPROVAL: All change orders must be approved by the Owner.
 - 17. FINAL INSPECTION: A final inspection will be made by the Owner before final payment is made. Final payment will not be made until the Owner certifies in writing that the construction has been completed as planned. If the Oklahoma State Department of Health has issued a permit and approved the plans and specifications on this project, they must concur in the final inspection.

18. PARTIAL OCCUPANCY AND USE: The Owner, upon advance written notification to the Contractor, shall have the right to occupy and use any completed or partially-completed portions of the project, regardless of the percentage of completion of the entire project, when such occupancy and use is to the Owner's best interest. Such partial occupancy and use shall be upon the following terms:
- a. The engineer shall make an inspection of the portion or portions of the project concerned and report to the Owner his findings as to the acceptability and completeness of the work. The engineer's report shall include a list of items to be completed or corrected before final payment.
 - b. The Owner, upon acceptance of the engineer's report, shall give written notice to the Contractor of the Owner's intent to occupy and use said portions of the project. The Owner's notice shall include a copy of the engineer's report, shall clearly identify the portions of the project to be occupied and used and shall establish the date of said occupancy and use.
 - c. From the date thus established, the Owner shall assume all responsibilities for operation, maintenance and the furnishing of water, gas and electrical power for the portions of the project thus occupied and used. The Owner shall have the right to exclude the Contractor from those portions of the project but shall provide the Contractor with reasonable access to complete or correct necessary items of work.
 - d. The guarantee required by the General Conditions shall not begin until completion and final acceptance of the entire project except as to items of equipment specified, such as instrumentation, electrical and mechanical equipment, which are thus used by the Owner. For said equipment, the warranty shall start from the date established in the written notice from the Owner.
 - e. Occupancy or use of any space in the project shall not constitute acceptance of work not performed in accordance with the contract or relieve the Contractor of liability to perform any work required by the contract but not completed at the time of said occupancy and use.
 - f. The Contractor shall not be held responsible for fair wear and tear or damage resulting from said occupancy except to the extent such damage is covered by the warranty.
 - g. The partial occupancy and use of any portion or portions of the project by the Owner shall not constitute grounds for claims by the Contractor for release of any amounts retained from payments under the provisions of the contract. The retained amounts will not be due until completion of the entire project for final acceptance and final payment as set forth in the General Conditions.

19. PERMITS REQUIRING TIME SHHEDULE: The Contractor shall be responsible for contacting all Federal, State, County or railroad personnel required to be contacted and as set forth in any permits with respect to time schedule before commencing any work for which a permit is required.
20. CLEAN-UP RELEASE: The Contractor shall secure a cleanup release satisfactory to the Owner from any Federal, State, county or railroad agency after the work for which a permit has been obtained has been completed.

"General Decision Number: OK20190022 01/04/2019

Superseded General Decision Number: OK20180022

State: Oklahoma

Construction Type: Highway

Counties: Canadian, Cleveland, Grady, Lincoln, Logan and McClain Counties in Oklahoma.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that

this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019

* SUOK2011-009 04/18/2011

	Rates	Fringes
Traffic signal installer.....	\$ 17.37	
CARPENTER (Includes Form Work)...	\$ 13.32	
CEMENT MASON/CONCRETE FINISHER		
Canadian.....	\$ 12.44	
Cleveland.....	\$ 12.55	
Grady, Lincoln, Logan.....	\$ 12.47	
McClain.....	\$ 11.93	
IRONWORKER, REINFORCING.....	\$ 13.63	
IRONWORKER, STRUCTURAL.....	\$ 14.21	
LABORER		
Asphalt Raker and Shoveler..	\$ 11.31	
Common or General		
Canadian County.....	\$ 10.05	

Cleveland County.....	\$ 10.62
Grady and Logan Counties...	\$ 10.55
Lincoln County.....	\$ 10.17
McClain County.....	\$ 10.37
Landscape.....	\$ 9.63
Pipelayer.....	\$ 12.50
Power Tool Operator (Includes Chipping Guns and Handheld Concrete Saws).	\$ 12.89
Traffic Control (Includes Flagger, Setting Up and Moving Cones/Barrels).....	\$ 11.12

POWER EQUIPMENT OPERATOR:

Asphalt Paver Screed.....	\$ 12.44
Asphalt Paving Machine Canadian County.....	\$ 13.32
Cleveland County.....	\$ 14.57
McClain County.....	\$ 14.04
Remaining Counties.....	\$ 14.08
Asphalt Plant.....	\$ 14.70
Backhoe/Trackhoe Cleveland County.....	\$ 12.91
Remaining Counties.....	\$ 13.64
Bobcat/Skid Loader.....	\$ 12.71
Broom.....	\$ 11.97
Bulldozer McClain County.....	\$ 13.36
Remaining Counties.....	\$ 14.24
Concrete Paving Machine.....	\$ 13.61
Concrete Saw Cleveland County.....	\$ 11.64
Remaining Counties.....	\$ 11.70
Crane.....	\$ 16.99
Distributor Truck.....	\$ 13.81
Excavator.....	\$ 15.10

Grader/Blade

Canadian County.....\$ 12.00
Cleveland County.....\$ 14.46
Remaining Counties.....\$ 14.98

Loader (Front End)

Cleveland County.....\$ 12.76
Remaining Counties.....\$ 12.85

Mechanic.....\$ 15.60

Milling Machine.....\$ 14.93

Mixer.....\$ 14.43

Oiler.....\$ 14.06

Roller (Asphalt)

Canadian County.....\$ 11.67
Cleveland County.....\$ 12.86
McClain County.....\$ 12.94
Remaining Counties.....\$ 12.73

Roller (Dirt Compaction)....\$ 12.27

Scraper

Canadian County.....\$ 12.00
Cleveland County.....\$ 13.06
Remaining Counties.....\$ 13.19

Striping Machine.....\$ 12.56

Tractor/Box Blade.....\$ 16.50

Trencher.....\$ 13.63

TRUCK DRIVER

Dump Truck

Cleveland County.....\$ 12.32
Remaining Counties.....\$ 12.88

Flatbed Truck.....\$ 14.69

Lowboy/Float.....\$ 13.90

Off the Road Truck.....\$ 13.75

Pickup Truck.....\$ 12.48

Tandem Axle/Semi Trailer

Canadian County.....\$ 12.00
Cleveland County.....\$ 12.37

Remaining Counties.....\$ 13.72
Water Truck.....\$ 12.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Federal Labor Standards Provisions (Construction Contracts)

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1.(i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR Part 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator or an authorized representative will approve, modify or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator or an authorized representative will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met.

The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the

Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project). Such records shall contain the name, address and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract but, if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance" signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying or transcription by authorized representative of HUD or its designee or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4.(1) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the

predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate who is not registered or otherwise employed as stated above shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training or a State Apprenticeship Agency recognized by the Bureau withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to Journeymen on the job site shall not be greater than permitted under the plan approved by the clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor or the employees or their representatives.

Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may, by appropriate instructions, require and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes

10.(i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12 (a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings or Testimony by Employees. No laborer or mechanic to whom the wage, salary or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is greater.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and

guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EQUAL OPPORTUNITY PROVISIONS

I. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED (APPLICABLE TO FEDERALLY-ASSISTED CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS \$10,000 AND UNDER):

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

II. EXECUTIVE ORDER 11246 (CONTRACTS/SUBCONTRACTS ABOVE \$10,000):

- A. Section 202 - Equal Opportunity (EEO) Clause: During the performance of this contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or covered veteran status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, disability or covered veteran status. Such action shall include but not be limited to the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
 - 2. The Contractor will, in all solicitations or advertisements for employment placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color,

religion, sex, national origin, disability or covered veteran status.

3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules and regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by ODOC and the Secretary of Labor for purposes of investigation and to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended, in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor or as otherwise provided by law.
7. The Contractor will include the provisions of the sentence immediately preceding paragraph II.A.1. and the provisions of paragraphs II.A.1.-7. In every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as ODOC may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by ODOC, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

B. Notice of Requirement For Affirmative Action to Ensure EEO (Executive Order 11246) (Applicable to Contracts/Subcontracts Exceeding \$10,000):

1. The offeror's or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. Goals and Timetables: Contractor must make good faith efforts to meet their AA goals for employment of minorities and women in the construction industry.
 - a. The goals and timetables for minority and female participation, expressed in percentage terms, for the Contractor's aggregate work force in each trade on all construction work in the covered area are as follows:

Goals for Minority Participation For Each Trade	Goals for Female Participation For Each Trade
6.9%	6.9%

- - b. These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor is also subject to the goals for both its Federally involved and non-Federally-involved construction.
 - c. The Contractor's compliance with the Executive Order and the regulations in 41 CFR 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer

of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the contract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **(insert description of the geographical areas where the contract is to be performed, giving the State, County and City, if any)**.

C. Standard Federal EEO Construction Contract Specifications (Executive Order 11246):

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Forms 941;
 - d. "Minority" includes:
 - (1) Black: All persons having origins in any of the black racial groups of Africa;
 - (2) Asians: All persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent including Cambodia, China, India, Japan, Korea, Malaysia,

Pakistan, the Philippine Islands, Thailand and Vietnam;

- (3) American Indian or Alaskan Natives: All persons having origins in any of the original peoples of North and South America (including Central America) and maintaining identifiable tribal affiliations through membership and participation or community identification;
 - (4) Native Hawaiian or Other Pacific Islanders: All persons having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands;
 - (5) Whites: All persons having origins in any of the original peoples of Europe, the Middle East or North Africa;
 - (6) Hispanics or Latinos: All persons of Cuba, Mexican, Puerto Rican, South or Central American, or other Spanish cultures or origins, regardless of race.
 - (7) Not Hispanics or Latinos: All persons not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish cultures or origins, regardless of race.
2. Whenever the Contractor or any subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area, either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause and under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs II.C.7.a.-p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing contracts in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and the female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of the apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made the commitment to employ the apprentices and the trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation or coercion at all sites and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such working environment, with specific attention to

minority or female individuals working at such sites or in such facilities;

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organization's responses;
- c. Maintain a current file of the names, addresses and telephone number of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or a community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the Union referral process has impeded the Contractor's efforts to meet its obligation.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under II.C.7.b. above;
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Conduct at least an annual review of the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business;
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. No later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process;
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth on the site and in other areas of a Contractor's work force;
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3;
- l. Conduct at least an annual inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities through appropriate training, etc.
- m. Ensure that seniority practices, job classifications, work assignment and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the

Contractor's obligations under these specifications are being carried out;

- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes;
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations;
 - p. Conduct an annual review of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (II.C.7.a.-p.). The efforts of a contractor association, joint contractor-union, contractor-community or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under II.C.7.a.-p. of these specifications, provided the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minorities groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women, generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from government contract pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontractors, as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph II.C.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records for each employee shall include at least the name; address; telephone number; construction trade; union affiliation, if any; employee identification number, where assigned; social security number; race; sex; status, e.g., mechanic, apprentice trainee, helper or laborer; dates of changes in status; hours worked per week in the indicated trade; rate of pay and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents, e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program.

III. CERTIFICATION OF NON-SEGREGATED FACILITIES (OVER \$10,000):

By submission of this bid, the bidder, offeror, applicant or subcontractor certifies that (s)he does not maintain or provide for his/her employees any segregated facility at any of his/her establishments and that (s)he does not permit employees to perform

their services at any location under his/her control where segregated facilities are maintained. (S)he certifies further that (s)he will not maintain or provide for employees any segregated facilities at any of his/her establishments and (s)he will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants or other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated on the basis of race, color or religion or are, in fact, segregated on the basis of race, color, religion or otherwise. (S)he further agrees that, except where (s)he has obtained identifiable certifications from proposed subcontractors for specific time periods, (s)he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause; that (s)he will retain such certifications in his/her files; and that (s)he will forward the following notice to such proposed subcontractors, except where proposed subcontractors have submitted identical certifications for specific time periods.

IV. CIVIL RIGHTS ACTION OF 1964:

Under Title VI of the Civil Rights Act of 1967, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.

V. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974:

No person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

VI. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES:

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC §1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns located in or owned in substantial part by persons residing in the area of the project.

- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134 and all applicable rules and orders of ODOC issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- C. The Contractor will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The Contractor will not subcontract with any subcontractor unless the subcontractor has first agreed to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135 and all applicable rules and orders of ODOC issued hereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successor and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR 125.

VII. SECTION 504 DISABLED (IF \$2,500 OR OVER) - AFFIRMATIVE ACTION FOR DISABLED WORKERS

- A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

- B. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notice in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment and protect the rights of those applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to taking affirmative action to employ and advance in employment physically and mentally disabled individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act so such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provision, including action for non-compliance.

VIII. AGE DISCRIMINATION ACT OF 1975

No person in the United States shall be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance because of age.

IX. SECTION 402, VETERANS OF THE VIETNAM ERA (IF \$10,000 OR OVER) - AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

- A. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veteran status in all employment practices such as employment, upgrading, demotion or transfer,

recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

- B. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently-operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment opportunities as may be required.
- C. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or any job applicant from any particular group of applicants and nothing herein is intended to relieve the Contractor from any requirements of Executive Orders or regulations regarding non-discrimination in employment.
- D. The reports required by paragraph B. of this clause shall include but not be limited to periodic reports which shall be filed at least quarterly with the appropriate local officer or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. For each hiring location, such reports shall indicate:
 - 1. The number of individuals hired during the reporting period;
 - 2. The number of non-disabled veterans of the Vietnam Era hired;
 - 3. The number of disabled veterans of the Vietnam Era hired; and
 - 4. The total number of disabled veterans hired.

The reports should include covered veterans hired for on-the-job training under 38 USC §1787. The Contractor shall submit a report within thirty (30) days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting

officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruit and placement.

- E. Whenever the Contractor becomes contractually bound to the listing provision of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.
- F. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.
- G. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- H. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- I. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment and to protect the rights of those applicants and employees.
- J. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other understanding that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act and is committed to taking affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.
- K. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act so such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

**STATE OF OKLAHOMA
HOLD HARMLESS CLAUSE**

Contractor shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees from all claims and actions and all expenses defining same that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by the Contractor. Contractor shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officer and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claim or amounts arising or recovered under Workers' Compensation law or any other law. In any agreement with any subcontractor or any agent for Contractor, Contractor will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers and employees for all the hereinbefore-described expenses, claims action or amounts recovered.

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally-assisted construction contracts and related subcontracts exceeding \$100,000.)

Compliance with Air and Water Acts

During the performance of this contract, the Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended (42 USC §§1857, et seq.), the Federal Water Pollution Control Act, as amended (33 USC §§1251, et seq.) and the regulations of the Environmental Protection Agency (EPA) with respect thereto at 40 CFR 15, as amended.

In addition to the foregoing requirements, all non-exempt contractors and subcontractors shall furnish to the Owner, the following:

1. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the EPA pursuant to 40 CFR 15.20.
2. Agreement by the Contractor comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC §1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC §1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in Section 114 and Section 308 and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.
4. Agreement by the Contractor that he will include or cause to be included by the criteria and requirements in paragraphs 1-4 of this section in every non-exempt subcontract and will take such action as the government may direct as a means of enforcing such provisions.

**SPECIAL CONDITIONS PERTAINING TO
HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION**

1. Lead-Based Paint Hazards (Applicable to Contract for Construction or Rehabilitation of Residential Structures): The construction or rehabilitation of residential structures is subject to the U.S. Department of Housing and Urban Development Lead-Based Paint regulations, 24 CFR 35. The Contractor and subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.
2. Use of Explosives (Modify as Required):
 - a. When the use of explosives is necessary for the performance of the work, the Contractor shall observe all local, State and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work, neighboring property, waterlines or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.
 - b. At least eight (8) hours before blasting is done, the Contractor shall notify all owners of public utility property of the intent to use explosives close to such property. Any supervision or direction of use of explosives by the engineer does not in any reduce the responsibility of the Contractor or his surety for damages that may be caused by such use.

(Use the address below for projects in Oklahoma)

To: Director, Office of Federal Contract Compliance Programs
U.S. Department of Federal Contract Compliance Programs
U.S. Department of Labor (DOL)
Washington, DC

We submit the following information relative to a construction contract in excess of \$10,000:

1. Contractor's Name: _____
Address: _____
Telephone Number: _____
Employer's Identification Number: _____
2. Contract for: \$ _____
Starting Date: _____ Completion Date: _____
Contract Number: _____ City: _____
DOL Region: VI

The Contractor is required to submit a completed copy of this page to the DOL upon issuance of the Notice to Proceed. Form CC-257 is to be completed upon request by the DOL.

FOR PROJECT IN OKLAHOMA, SEND TO:

Association Regional Administrator
USDOL/OFCCP
555 Griffin Square Building
Room 506
Dallas, TX 75202
Telephone 214-767-4771

RELEASE OF CLAIMANTS

Date: _____

Project: _____

Dear Sir:

I hereby acknowledge receipt of _____ dollars (\$_____) in full payment of my contract dated _____ for improvement work which I did for you and which is described in my contract.

I certify that I have paid in full for all materials purchased and all labor employed in the performance of this contract and that there are no claims against me as an employer under this contract on account of injuries sustained by workmen employed by me thereunder. I hereby release you from any claims arising by virtue of this contract.

WARNING

The making of any false statement or misrepresentation herein may be a crime punishable under Title 18 USC §1001, which provides in part: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully...makes any false, fictitious or fraudulent statement or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined no more than \$10,000

Sincerely,

Contractor



Chickasha Municipal Authority, Oklahoma

17568 CDBG 19 SPECIAL PROVISIONS

**17568 CDBG 19
Sidewalk Construction
Alabama Avenue to Chickasha Avenue
RFP COC-2001
Chickasha, Oklahoma
SPECIAL PROVISIONS**

1. GENERAL

- 1.1.** These Special Provisions are supplemental to the General Conditions and Supplemental General Conditions and shall be considered as a part of the specifications and contract. In case of conflict between the stipulations of the Special Provisions and the specifications, plans, or general provisions, the Special Provisions shall take precedence and govern. The Owner's Representative shall make interpretation of the plans and specifications.
- 1.2.** The Contractor's work consists of furnishing all tools, labor, plant, equipment, materials, and performing all work necessary for the complete construction of all improvements shown on the plans in strict accordance with the plans and specifications.
- 1.3.** It is the intent of these plans and specifications to prescribe a complete work and improvement. Where items of work are necessary for the satisfactory completion of the improvement, for which specific contract prices are not provided in the proposal and contract, then such work shall be considered incidental to the main construction and any costs involved shall be reflected in such other prices as are provided.
- 1.4.** Under the terms of contracts established between the City of Chickasha and the Contractor, the Contractor will be appointed agent for the City of Chickasha, Oklahoma, for the purpose of the tangible personal property purchased for the project. Legal title to all tangible personal property purchased shall pass directly from the vendor to the City of Chickasha. Upon passage of title all of such property will be included in the project owned by the City of Chickasha. All such property procured under the terms of contracts established between the City of Chickasha and the Contractor is exempt from Oklahoma sales and use taxes and/or City sales taxes.
- 1.5.** Waiver of Legal Rights. Inspection by the Owner's Representative or by any the duly authorized representative(s) of the Owner's Representative or any order, measurement or certificate by the Owner's Representative of any work or any extension of time or any possession taken by the Owner shall not operate as a waiver of any provisions of the contract or any power therein provided. Any waiver of any breach of contract shall not be held to be a waiver of any other or

subsequent breach. The Owner reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of the contract and specifications. The Owner reserves the right to claim and recover by process of law sums as may be sufficient to correct any error or errors or make good any deficiency in the work resulting from such error or deficiency, dishonesty, or collusion discovered in the work after the final payment has been made.

- 1.6. Should the Contractor sell, transfer, assign or otherwise dispose of the contract or any portion thereof or of any right, title or interest therein or any obligations thereunder without written consent of the other party, it is specifically understood that this act will constitute an act of default on the part of the Contractor.
- 1.7. The Owner reserves the right to consider alternative proposals submitted in writing by responsive bidders.

2. TECHNICAL PROVISIONS

- 2.1. All Sidewalk Construction shall comply with the 2010 ADA Standards for Accessible Design and City of Chickasha standards and specifications.
- 2.2. 2009 Oklahoma Standard Specifications for Highway Construction as issued by the Oklahoma Department of Transportation (ODOT) shall govern the technical provisions.
- 2.3. Refer to the Drawings for additional information.
- 2.4. Contractor shall be responsible for Quality Control of all products and the work.
- 2.5. The work shall proceed continuously from Notice to Proceed until Final Completion.
- 2.6. Contractor shall perform all work consistent with MUTCD and OSHA regulations and requirements.
- 2.7. Dimensions and distances provided are approximate. Contractor shall verify dimensions in the field before ordering materials.
- 2.8. Contractor shall participate in a pre-construction conference with the Owner before beginning work.
- 2.9. All materials shall be new and shall be of standard production as offered by the manufacturer, unless otherwise approved by the Owner.
- 2.10. Contractor shall submit two hard copies of materials submittals for review and acceptance by the Owner prior to ordering materials.

- 2.11. All work shall comply with the applicable Rules, Codes and Standards listed in these Special Provisions, and all Federal, State and Local codes and ordinances, as well as any other authorities that may have lawful jurisdiction pertaining to the work specified. None of the terms or provisions of this specification shall be construed as waiving any of the rules, regulations or requirements of these authorities. The contractor shall procure all necessary permits or licenses to carry out his work.
- 2.12. In any instance where these specifications call for materials for construction of a better quality or larger capacity than required by the codes, the provisions of these specifications shall take precedence. The codes shall govern in other cases of direct conflict between the codes and the specifications.
- 2.13. EXISTING STRUCTURES NOT SHOWN ON PLANS. The plans show the location of certain existing surface and subsurface structures. The Owner assumes no responsibility for failure to show any or all structures on the plans or to show them in their exact location. It is mutually agreed such failure will not be considered sufficient basis for claims for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate substantial changes in the lines or grades or requires the building of a special structure, provision for which is not made in the plans, in which case the provisions in these specifications for "Extra Work" will apply.
- 2.14. CONSTRUCTION STAKING. The Contractor shall furnish, place and maintain construction layout stakes necessary for the proper prosecution and inspection of the work under the contract in accordance with these Specifications.

The Contractor shall exercise care in the preservation of stakes and benchmarks and shall have them reset at his expense when any are damaged, lost, displaced or removed. The Contractor shall use competent personnel and suitable equipment for the layout of the work required. The Contractor shall not engage the services of any person or persons in the employment of the Owner or its equipment for the performance of any of this work.

The Contractor shall provide field forces and shall set all additional stakes needed, such as offset stakes, reference point stakes, slope stakes, pavement and curb line and grade stakes, stakes for bridges, sewers, roadway drainage, pipe underdrains, paved gutter, fence, culverts or other structures, and any other horizontal or vertical controls necessary to secure a correct layout of the work. Stakes for line and grade shall be adequate to maintain the specified tolerances for the operation being performed. The station number and the distance from the centerline of construction shall be marked on all grade stakes.

Contractor construction staking will not be paid as a separate item, but all associated costs shall be included in the price bid for other items of work.

2.15. PRIVILEGES OF CONTRACTOR IN STREETS, ALLEYS, OR RIGHTS-OF-WAY. For the performance of the contract, the Contractor will be permitted to occupy such portions of streets or alleys, other public places or other rights-of-way as provided for in the ordinances of the City, as shown on the plans or as permitted by the Owner's Representative. A reasonable amount of tools, materials and equipment for construction may be stored in such space but not more than is necessary to avoid delay in the construction. Excavated and waste materials shall be piled or stacked in such a way as not to interfere with spaces that may be designated to be left free and unobstructed, nor inconvenience occupants of adjoining property.

2.16. PROJECT SCHEDULES. Within ten days after the effective date of the agreement, the Contractor shall submit to the Owner's Representative for review a progress schedule indicating the times (number of days or dates) for starting and completing the various stages of the Work, including any milestones specified in the contract documents.

No progress payment shall be made to the Contractor until the schedules are submitted to and acceptable to the Owner's Representative as provided below. The progress schedule will be acceptable to the Owner's Representative as providing an orderly progression of the work to completion within any specified milestones and the contract times, but such acceptance will neither impose on the Owner's Representative responsibility for the sequencing, scheduling or progress of the work nor interfere with or relive the Contractor from the Contractor's full responsibility therefor.

2.17. LIMITATION OF OPERATIONS. The Contractor shall conduct his work so as to create a minimum amount of inconvenience to the public. At any time when in the judgment of the Owner's Representative the Contractor has obstructed or closed or is carrying on operations on a greater portion of the site or public way than is necessary for the proper execution of the work, the Owner's Representative may require the Contractor to finish sections on which work is in progress before work is started on any additional section.

3. **SALES AND USE TAXES.** Purchases of materials for this project shall be exempt from Sales taxes and use taxes.

4. SEQUENCE OF CONSTRUCTION

4.1. Contractor shall provide written notice to the City of Chickasha two weeks in advance of starting work.

4.2. All work shall be complete within **150** Calendar Days after issuance of the Notice to Proceed.

4.3. OWNER and CONTRACTOR recognize that time is of the essence of this agreement and that OWNER will suffer financial loss if the work is not substantially complete within the time specified in 4.2 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the work is not substantially completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 4.2 above for substantial completion until the work is substantially complete.

4.4. Contractor shall give written notice to all residents/occupants/businesses that may be affected by the work. Said written notice shall be delivered no less than 48 hours, nor more than 2 weeks prior to the start time of the disruption.

The written form may be "door hangars", but in any event shall be submitted to and approved by the Owner's Representative prior to use. At a minimum the form shall contain:

- Project Identification
- Contractor Name, Address, Telephone Number
- Type of Construction
- Reason for affecting or disrupting service and duration of such

4.5. DAYS WORK AND WORKING HOURS. Work shall be performed only during regular and commonly accepted and prescribed working hours. No work shall be performed nights, Sundays or during City holidays unless authorized in writing.

5. SUBSTANTIAL COMPLETION AND FINAL COMPLETION

5.1. SUBSTANTIAL COMPLETION. That date certified by the engineer when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the contract documents, to allow the project or specified part to be utilized for the purposes for which it is intended.

5.2. FINAL COMPLETION. The project shall be completed in accordance with the number of Calendar Days as stated in the proposal and contract.

6. DISPOSAL OF WASTE MATERIALS AND CLEAN-UP

6.1. All waste materials shall become Contractor property to be disposed of in a manner approved by the Owner's Representative. The Owner reserves the right to claim selected items that are determined to have potential value to the City and will instruct the Contractor as to their disposition. The Contractor shall provide transportation for disposition of all waste materials regardless of their destination.

6.2. Before the project is accepted by the Owner, the area must be cleaned of all foreign materials such as rock, wood, etc. that could be picked up by mowers. The Owner's

Representative and the Contractor shall make a thorough inspection of the area before final inspection of the project is made. Failure of the Contractor to clean up the jobsite could delay final inspection and thereby delay final payment on his contract. The cleaning up of the project work area is incidental to all other work involved, and no separate payment for this work will be made.

7. Only 11" x 17" size plans shall be issued for this project.

END OF SPECIAL PROVISIONS

UTILITY COMPANIES

CITY OF CHICKASHA
LINE MAINTENANCE DEPT
405-222-6082
117 N. 4TH STREET
CHICKASHA, OK 73018

AT&T
405-291-6941
AEP-PSO
580-222-7626

CENTERPOINT ENERGY
405-224-2740
619 W. CHICKASHA AVE.
CHICKASHA, OK 73018

CITY OF CHICKASHA PLAN OF PROPOSED SIDEWALK CONSTRUCTION PROJECT 17568 CDBG 19 1ST STREET FROM ALABAMA AVE. TO CHICKASHA AVE. JOHN NOBLITT CITY MANAGER

LEASA FURR
ADMINISTRATIVE SERVICES DIRECTOR
RFP COC-2001

PRIOR TO PERFORMING ANY GRADING OR EXCAVATING
WORK, THE CONTRACTOR SHALL CALL OKIE811, THE
OKLAHOMA ONE-CALL SYSTEM NOT LESS THAN 48 HOURS
IN ADVANCE AND SHALL VERIFY OR ESTABLISH THE EXACT
LOCATION AND DEPTH OF ALL UNDERGROUND LINES.



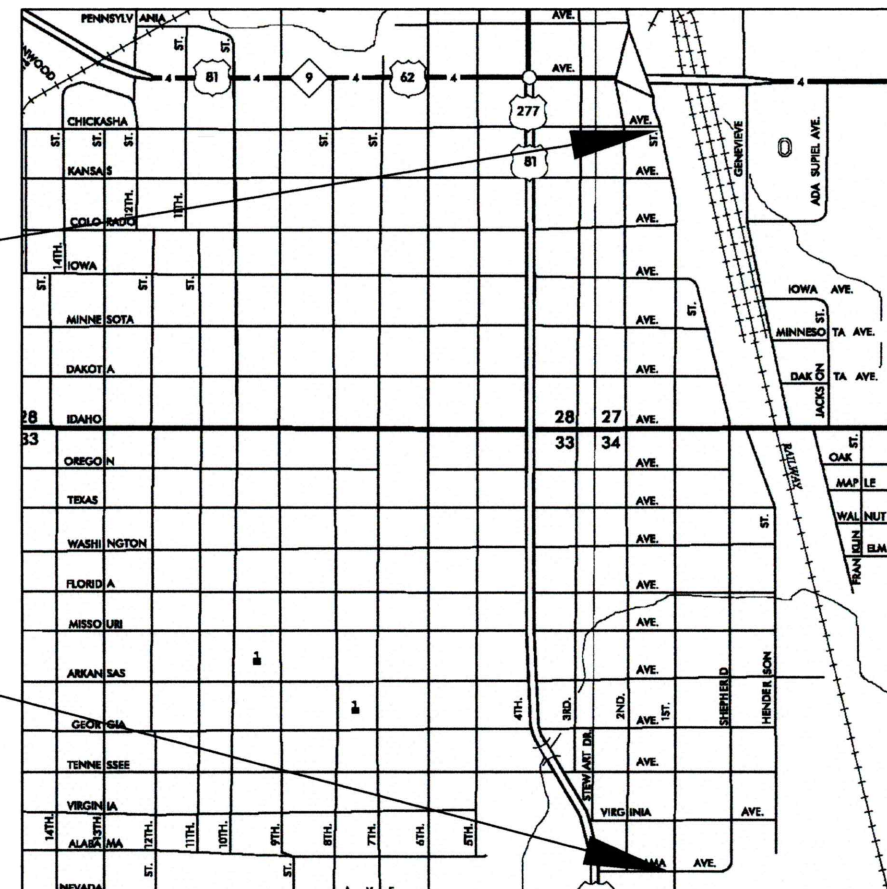
STA. 75+42
END PROJECT

STA. 10+28
BEGIN PROJECT

This project was financed in whole or in part by funds from the
U.S. Department of Housing and Urban Development as
administered by the Oklahoma Department of Commerce.

THE ENTIRE PROJECT LIES WITHIN THE CORPORATE
LIMITS OF THE CITY OF CHICKASHA.

CITY OF CHICKASHA STANDARDS AND SPECIFICATIONS AND
2009 OKLAHOMA STANDARD SPECIFICATIONS FOR HIGHWAY
CONSTRUCTION AS SPECIFIED IN THE BID PROPOSAL AND
OTHER CONTRACT DOCUMENTS SHALL GOVERN THE WORK.



LOCATION MAP

PROJECT LENGTH = 6,514 FEET
EXCEPTIONS: REF. SHT. 4
TOTAL LENGTH EXCEPTIONS: 711 FEET
NET PROJECT LENGTH: 5,803 FEET
NOTE: STATION NUMBERS ARE APPROXIMATE

INDEX OF SHEETS

SHEET NUMBER	SHEET TITLE
1	TITLE SHEET
2	PAY QUANTITIES AND NOTES
3	TYPICAL SECTIONS/CONSTRUCTION DETAILS
3A	CONSTRUCTION DETAILS
4	SUMMARIES
5 - 9	PLAN AND PROFILE SHEETS
N/A	SURVEY DATA SHEETS

REQUIRED STANDARD DRAWINGS:

ROADWAY	TRAFFIC
ASCD-5-2	TCS4-1-01
CSCD-5-3	TCS6-1-02
LECS-4-1	TCS9-1-01
WCR-3-1	
TWD-1-0	

DATE

APPROVED BY CITY OF CHICKASHA

12-18-19 *Randall Scott Vaughn*
DATE RANDALL SCOTT VAUGHN, OKLA. REG. NO. 15194



PREPARED BY:



CHISHOLM TRAIL CONSULTING, LLC
OK CA 7771
2124 SCOTT LANE
DUNCAN, OK 73533
580-467-8130

GENERAL CONSTRUCTION NOTES

ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE 2009 OKLAHOMA STANDARD SPECIFICATION FOR HIGHWAY CONSTRUCTION AND CITY OF CHICKASHA STANDARD SPECIFICATIONS AND CONSTRUCTION DRAWINGS.

ALL COSTS OF MAINTENANCE DURING CONSTRUCTION AND BEFORE THE PROJECT IS ACCEPTED SHALL BE INCLUDED IN THE UNIT PRICES BID ON THE VARIOUS PAY ITEMS. THE CONTRACTOR SHALL MAINTAIN THE WORK DURING CONSTRUCTION AND UNTIL THE PROJECT IS ACCEPTED. THIS MAINTENANCE SHALL CONSTITUTE CONTINUOUS AND EFFECTIVE WORK PROSECUTED DAY BY DAY, WITH ADEQUATE EQUIPMENT AND FORCES TO THE END THAT ALL WORK AND PRIVATE PROPERTY ARE KEPT IN A SATISFACTORY CONDITION AT ALL TIMES. IF THE CONTRACTOR, AT ANY TIME, FAILS TO COMPLY WITH THESE PROVISIONS, THE OWNER'S REPRESENTATIVE MAY IMMEDIATELY NOTIFY THE CONTRACTOR OF SUCH NON-COMPLIANCE. IF THE CONTRACTOR FAILS TO REMEDY UNSATISFACTORY MAINTENANCE WITHIN 24 HOURS AFTER RECEIPT OF SUCH NOTICE, THE OWNER MAY IMMEDIATELY PROCEED TO MAINTAIN THE PROJECT, AND THE ENTIRE COST OF THIS MAINTENANCE WILL BE DEDUCTED FROM MONIES DUES OR BECOME DUE TO THE CONTRACTOR ON THIS CONTRACT.

THE CONTRACTOR SHALL NOTIFY THE CITY OF CHICKASHA IN WRITING A MINIMUM OF TWO WEEKS AND NO MORE THAN 30 DAYS PRIOR TO STARTING WORK.

THE CONTRACTOR SHALL NOTIFY THE CITY OF CHICKASHA IN WRITING A MINIMUM OF FIVE (5) DAYS AND A MAXIMUM OF TEN (10) DAYS PRIOR TO THE CLOSING OF ANY PUBLIC ROAD, INCLUDING LANE CLOSURES.

CONTRACTOR SHALL GIVE WRITTEN NOTICE TO ALL RESIDENTS, OCCUPANTS OR BUSINESSES THAT MAY BE AFFECTED BY THE WORK. SAID WRITTEN NOTICE SHALL BE DELIVERED NO LESS THAN 48 HOURS, NOR MORE THAN 2 WEEKS PRIOR TO THE START TIME OF ANY DISRUPTION. THE WRITTEN FORM MAY BE "DOOR HANGERS", BUT IN ANY EVENT SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER PRIOR TO USE. AT A MINIMUM THE FORM SHALL CONTAIN: PROJECT IDENTIFICATION, CONTRACTOR NAME, CONTRACTOR ADDRESS, CONTRACTOR TELEPHONE NUMBER, TYPE OF CONSTRUCTION, REASON FOR AFFECTING OR DISRUPTING SERVICE AND DURATION OF SUCH.

REVISIONS PROPOSED BY THE CONTRACTOR SHALL BE SUBMITTED TO THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO BEGINNING ANY CONSTRUCTION SUBJECT TO THE REVISION.

IN THE EVENT ANY PORTION OF A PUBLIC STREET IS CLOSED DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING, INSTALLING AND MAINTAINING ALL TRAFFIC CONTROL DEVICES. CONSTRUCTION TRAFFIC CONTROL SHALL BE DONE ACCORDING TO THE STANDARDS SET FORTH IN THE CURRENT EDITION OF THE "MUTCD", "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO ENSURE ADEQUATE DRAINAGE DURING CONSTRUCTION. COST TO BE INCLUDED IN OTHER ITEMS OF WORK.

ANY DAMAGE CAUSED BY THE CONTRACTOR TO ANY STRUCTURES, ROADWAY SURFACES, STRIPING, RAISED PAVEMENT MARKERS, SIGNS, GUARDRAIL, AND SLOPES SHALL BE REPAIRED AT CONTRACTORS EXPENSE TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE.

THE PROJECT SHALL BE CONSTRUCTED TO MAINTAIN ACCESS TO ALL PROPERTIES AT ALL TIMES.

BIDDERS SHALL FULLY INFORM THEMSELVES OF THE NATURE OF THE WORK AND CONDITIONS UNDER WHICH IT WILL BE PERFORMED. THE CONTRACTOR SHALL ADOPT METHODS CONSISTENT WITH GOOD CONSTRUCTION PRACTICE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT DAMAGE IN EXISTING RIGHT-OF-WAY. ANY DAMAGE DONE DUE TO CONTRACTOR'S NEGLIGENCE SHALL BE PREPARED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE.

GENERAL CONSTRUCTION NOTES (CONT.)

THE PRICE BID ON ALL ITEMS SHALL INCLUDE ALL MATERIALS, LABOR, AND INCIDENTALS NECESSARY TO COMPLETE THE WORK AS SHOWN ON THE PLANS.

REMOVE AND RESET REGULATORY AND WARNING SIGNS AS REQUIRED DURING THE WORK. COST OF THIS WORK TO BE INCLUDED IN THE PRICE BID FOR CONSTRUCTION TRAFFIC CONTROL.

REMOVE AND RESET MAILBOXES AS NECESSARY. MAILBOXES ARE TO BE MAINTAINED IN AN UPRIGHT POSITION AND ACCESSIBLE TO MAIL CARRIER'S CAR DURING CONSTRUCTION. COST OF THIS WORK TO BE INCLUDED IN THE PRICE BID FOR CONSTRUCTION TRAFFIC CONTROL.

EXISTING UTILITIES MAY OR MAY NOT BE SHOWN ON PLAN SHEETS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE INFLICTED TO THE EXISTING UNDERGROUND UTILITIES WITHIN THE PROJECT AREA AS A RESULT OF THEIR DIGGING, TRENCHING, BORING, ETC..... PRIOR TO DIGGING NEAR THE UTILITIES, THE CONTRACTOR SHALL CALL THE "OKIE 811" NOTIFICATION CENTER FOR A LIST OF ALL UNDERGROUND FACILITIES REGISTERED IN THE AREA OF CONSTRUCTION. THE "OKIE 811" NOTIFICATION CENTER MAY BE NOTIFIED ONLINE AT okie811.org, BY CALLING 811 OR 1-800-522-6543. DEPTH OF EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

CONCRETE MIXTURES CONTAINING FLY ASH, SLAG OR SILICA FUME WILL NOT BE ACCEPTED.

THE CITY OF CHICKASHA WILL COORDINATE ANY NECESSARY UTILITY RELOCATIONS.

ALL WORK SHALL BE CONDUCTED WITHIN EXISTING EASEMENTS AND RIGHTS-OF-WAY. NO ADDITIONAL EASEMENTS OR RIGHTS-OF-WAY WILL BE ACQUIRED.

ALL SIDEWALK CONSTRUCTION SHALL COMPLY WITH THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN.

ALL WHEELCHAIR RAMPS SHALL INCLUDE TACTILE WARNING DEVICES, UNLESS NOTED OTHERWISE.

ALL SIDEWALK CONSTRUCTION AND WHEELCHAIR RAMP CONSTRUCTION SHALL COMPLY WITH ODOT STANDARD DRAWING WCR-3-1, EXCEPT SIDEWALK WIDTH AND WHEELCHAIR RAMP CLEAR OPENING WIDTH SHALL BE 5'-0".

IF SIDEWALK IS TO BE CONSTRUCTED AROUND OBSTRUCTIONS, SIDEWALK SHALL HAVE A MINIMUM OF 48" CLEAR WIDTH. CONSTRUCTING SIDEWALK AROUND OBSTRUCTIONS WILL BE PERMITTED ONLY WHEN APPROVED BY THE OWNER'S REPRESENTATIVE.

PAY ITEM NOTES (CONTINUED):

(6) PRICE BID FOR SIDEWALK REMOVAL SHALL INCLUDE THE COST OF ALL LABOR, MATERIALS AND EQUIPMENT TO REMOVE EXISTING SIDEWALK IN CONFLICT WITH THE PROPOSED CONSTRUCTION.ALL REMOVED MATERIALS SHALL BE DISPOSED OF BY THE CONTRACTOR AT AN OFFSITE FACILITY CONSISTENT WITH ALL APPLICABLE LAWS AND REGULATIONS.

(7) CONST TRAFFIC CONTROL PRICE BID SHALL INCLUDE THE COST OF ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO INSTALL, MAINTAIN AND REMOVE UPON COMPLETION THE NECESSARY TYPE III BARRICADES, CHANNELIZING DEVICES, TYPE A LIGHTS AND ADVANCED WARNING SIGNS FOR TEMPORARY LANE CLOSURES AND/OR STREET CLOSURES IF NECESSARY, AS APPROVED BY THE OWNER'S REPRESENTATIVE.

SUMMARY OF QUANTITIES			
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	EST QTY
201(B)	SELECTIVE CLEARING (2)	LS	1.0
(SP)	3/8" LIMESTONE SCREENINGS (1)	CY	182.1
303(A)	AGGREGATE BASE (1)	CY	9.0
609(A)	CONCRETE CURB - INTEGRAL (3)	LF	100.0
610(A)	4" CONCRETE SIDEWALK (4)	SY	3,277.8
610(A)	6" CONCRETE SIDEWALK (4)	SY	64.6
610(I)	TACTILE WARNING DEVICE (1)	SF	340.0
619(A)	DEMOLITION/REMOVALS (5)	LS	1.0
619(B)	SIDEWALK REMOVAL (6)	SY	481.4
619(C)	SAWING PAVEMENT (1)	LF	468.1
880(J)	CONST TRAFFIC CONTROL (7)	LS	1.0

PAY ITEM NOTES:

PAYMENT WILL BE MADE ACCORDING TO THE SUMMARY OF QUANTITIES.

(1) PAYMENT FOR THIS ITEM WILL BE BASED ON PLAN QUANTITY ONLY. SEE SECTION 100.01B OF THE STANDARD SPECIFICATIONS.

(2) PRICE BID FOR SELECTIVE CLEARING SHALL INCLUDE ALL COST OF LABOR, EQUIPMENT AND MATERIALS TO TRIM OR REMOVE SELECTED TREES, SHRUBS AND BUSHES WHERE NECESSARY TO CONSTRUCT SIDEWALK. OBTAIN FINAL APPROVAL FROM OWNER'S REPRESENTATIVE PRIOR TO TRIMMING OR REMOVING ANY TREE, SHRUB OR BUSH.

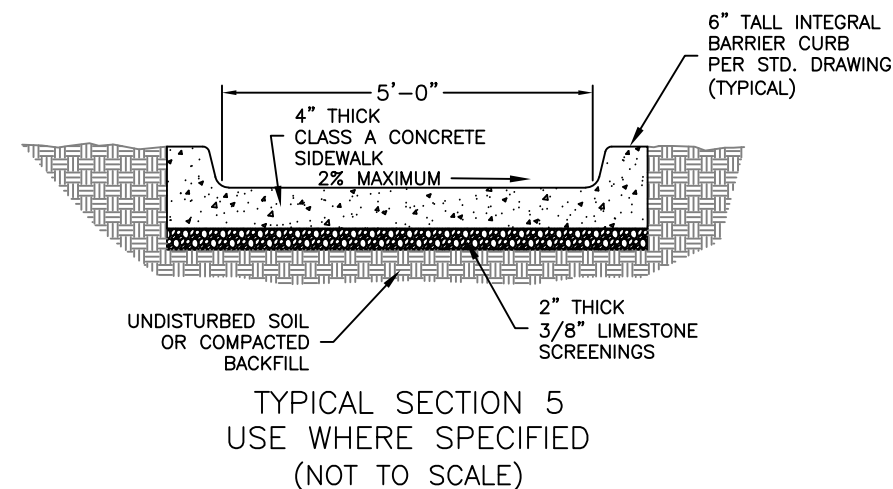
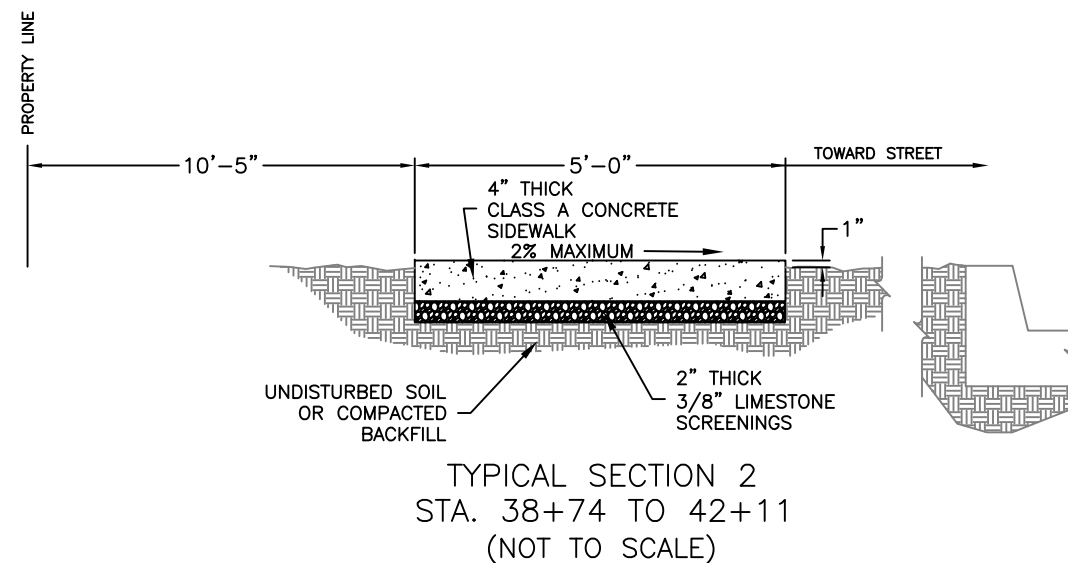
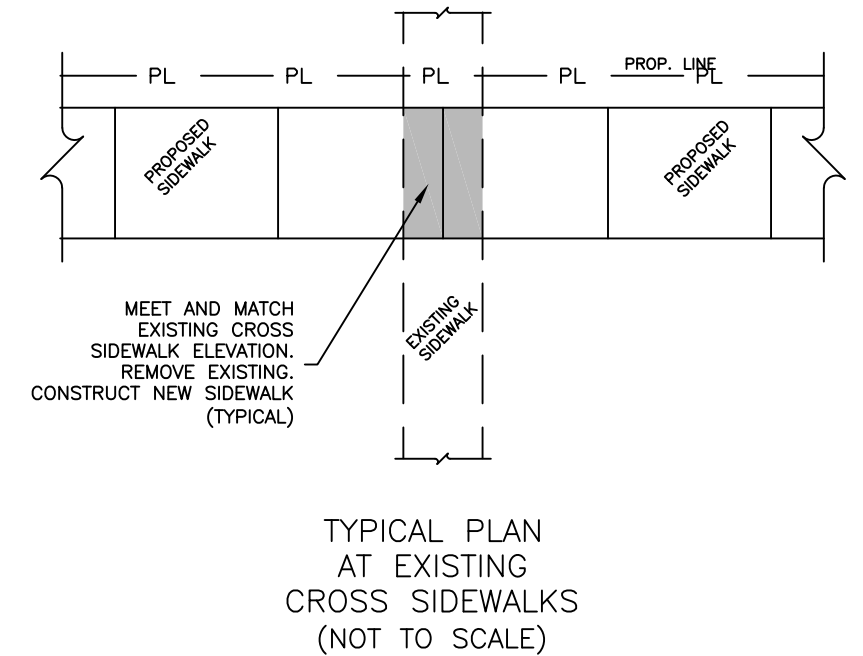
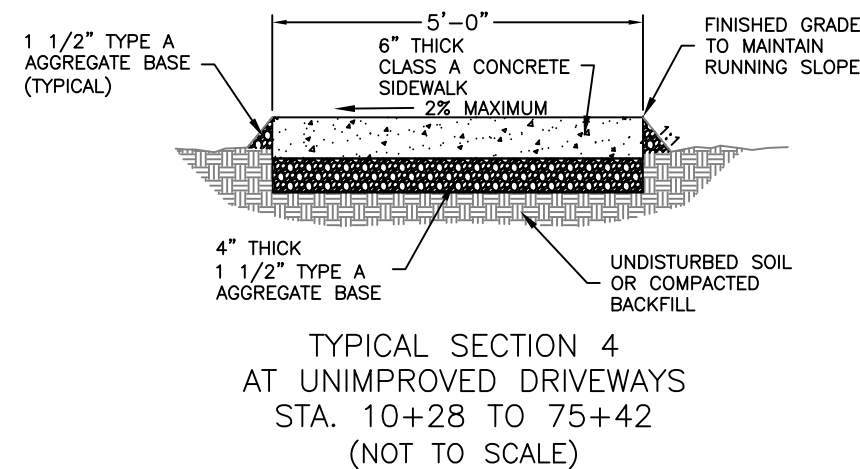
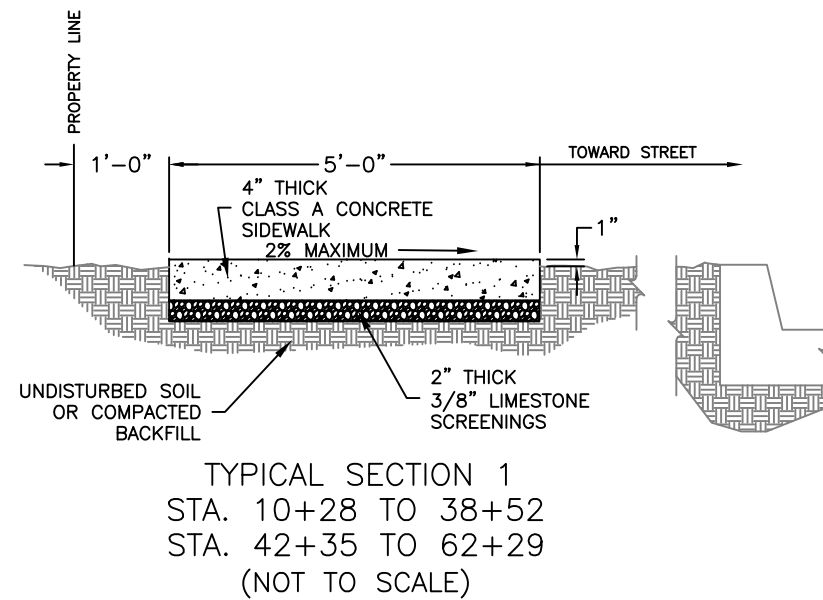
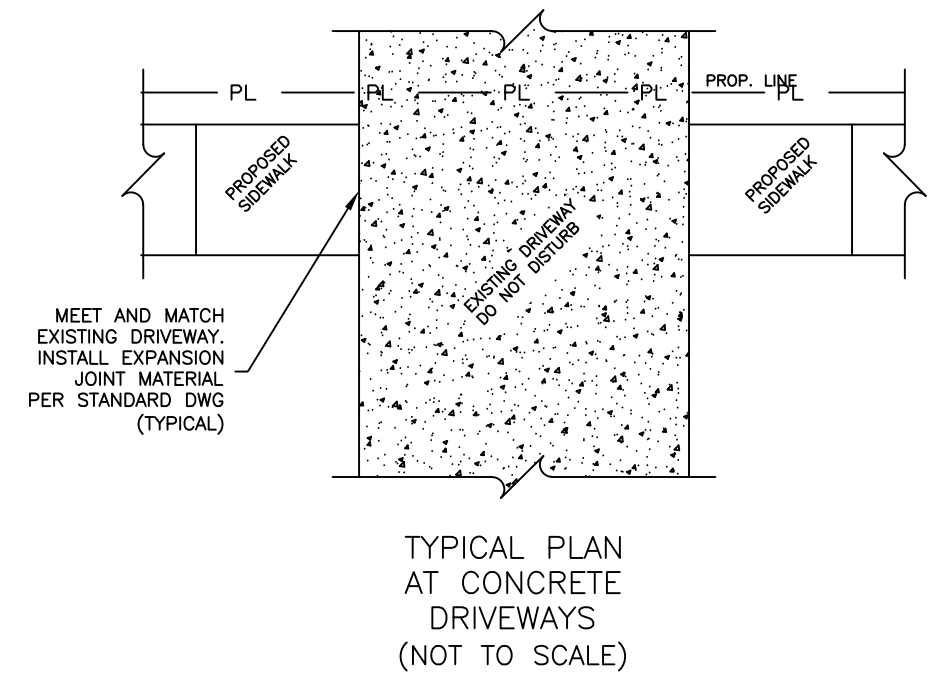
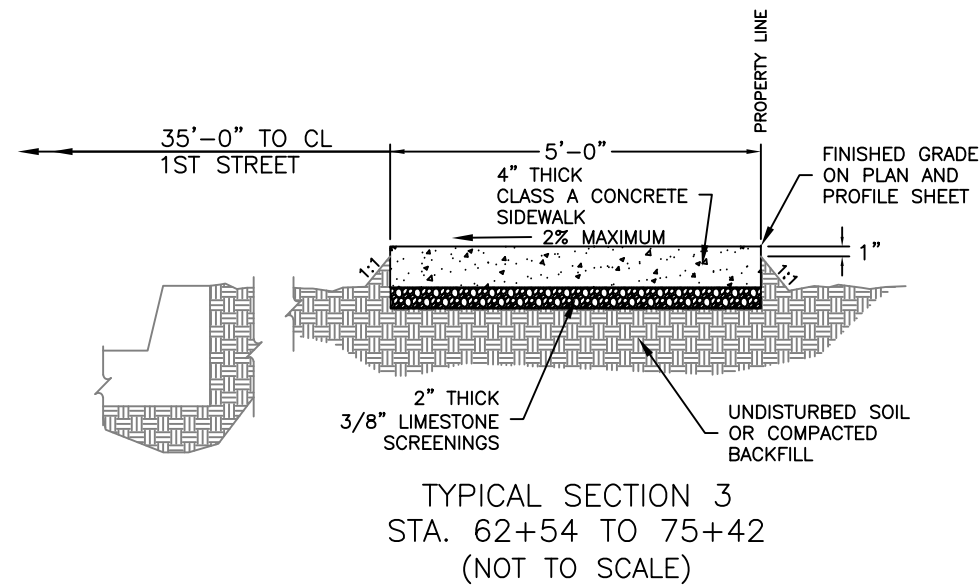
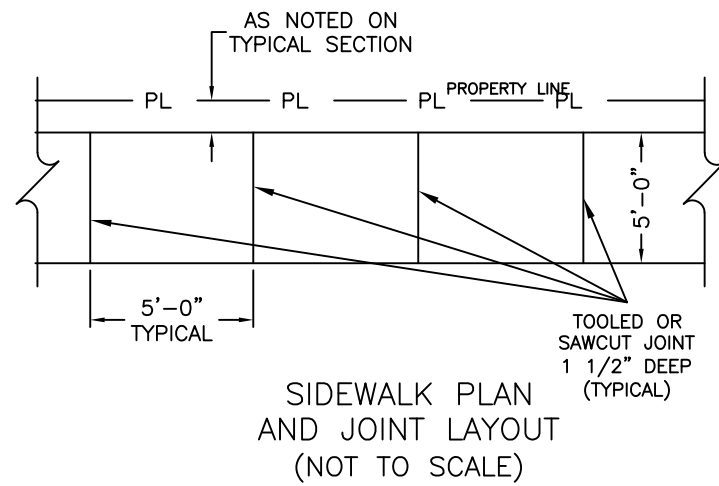
(3) PRICE BID FOR CONCRETE CURB - INTEGRAL SHALL INCLUDE THE COST OF ALL LABOR, MATERIALS AND EQUIPMENT TO BUILD INTEGRAL CURB ON SIDEWALK PER TYPICAL SECTION 5. REFER TO SHEETS 3 AND 3A.

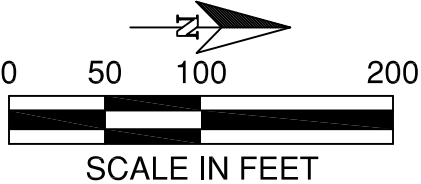
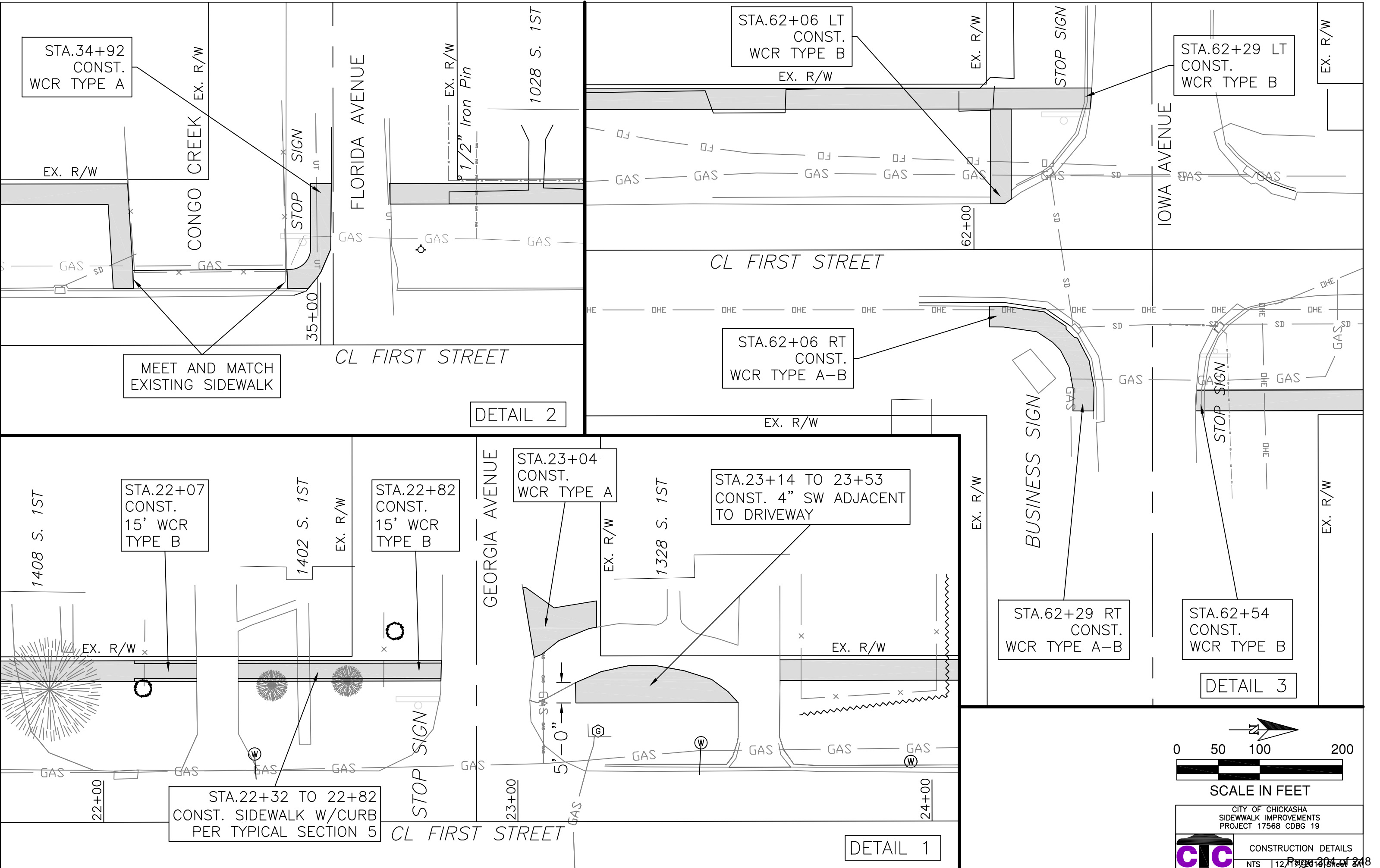
(4) PRICE BID FOR CONCRETE SIDEWALK SHALL INCLUDE COST OF ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PROVIDE A COMPLETED PRODUCT. ITEMS OF WORK NECESSARY TO COMPLETE THE WORK NOT EXPRESSLY PAID FOR SEPARATELY SHALL BE CONSIDERED INCIDENTAL AND INCLUDED IN THE UNIT PRICE BID. SAID INCIDENTAL ITEMS INCLUDE BUT ARE NOT LIMITED TO EXCAVATION, EMBANKMENT, BACKFILL, CURING, EXPANSION JOINT MATERIAL, AND JOINT SEALANT.

(5) DEMOLITION/REMOVALS PRICE BID SHALL INCLUDE THE COST OF ALL LABOR, MATERIALS AND EQUIPMENT TO DEMOLISH AND REMOVE EXISTING OBSTRUCTIONS NOT OTHERWISE PROVIDED FOR, INCLUDING BUT NOT LIMITED TO, ABANDONED MANHOLES, RETAINING WALLS, FOOTINGS, FENCES AND OTHER OBSTRUCTIONS WITHIN THE PROJECT LIMITS, SHOWN OR NOT SHOWN ON THE DRAWINGS. COST OF SAWING AND ANY OTHER SPECIAL TOOLS OR WORK FOR THESE REMOVALS TO BE INCLUDED IN THIS ITEM OF WORK. CONTRACTOR SHALL PROPERLY DISPOSE OF ALL MATERIALS REMOVED FROM THE PROJECT.

PRICE BID FOR THIS ITEM SHALL INCLUDE COST OF FENCE RESTORATION WHERE NECESSARY.

ALL REMOVED MATERIALS SHALL BE DISPOSED OF BY THE CONTRACTOR AT AN OFFSITE FACILITY CONSISTENT WITH ALL APPLICABLE LAWS AND REGULATIONS.





CITY OF CHICKASHA
SIDEWALK IMPROVEMENTS
PROJECT 17568 CDBG 19

SUMMARY OF SIDEWALK CONSTRUCTION															
STA. START	STA. STOP	STREET START	STREET STOP	WIDTH (FEET)	NET LENGTH (FEET)	4-INCH THICK SIDEWALK (SY)	6-INCH THICK SIDEWALK (SY)	3/8" SCREENINGS (CY)	1 1/2" AGG BASE (CY)	WCR TYPE A	WCR TYPE B	WCR TYPE C	WCR TYPE A-B	6" BARRIER CURB INT. (LF)	SW REMOVAL (SY)
10+28	14+70	ALABAMA	VIRGINIA	5.0	381.1	211.7	0.0	11.8	0.0	1	0	0	0	0	0.0
14+70	18+80	VIRGINIA	TENNESSEE	5.0	380.2	211.2	3.8	11.7	0.5	2	0	0	0	0	2.3
18+80	22+90	TENNESSEE	GEORGIA	5.0	375.0	208.3	0.0	11.6	0.0	2	2	0	0	100	4.6
22+90	27+33	GEORGIA	ARKANSAS	5.0	326.2	181.2	0.0	10.1	0.0	2	0	0	0	0	0.0
27+33	31+43	ARKANSAS	MISSOURI	5.0	354.3	196.8	0.0	10.9	0.0	0	2	0	0	0	3.2
31+43	34+55	MISSOURI	CONGO CR	5.0	292.5	173.8	0.0	9.7	0.0	2	0	1	0	0	0.0
34+92	35+03	CONGO CR	FLORIDA	5.0	11.0	6.1	0.0	0.3	0.0	0	0	0	0	0	0.0
35+03	38+63	FLORIDA	WASHINGTON	5.0	326.6	181.4	5.6	10.1	0.8	2	0	0	0	0	80.0
38+63	42+23	WASHINGTON	TEXAS	5.0	306.6	170.3	0.0	9.2	0.0	0	2	0	0	0	59.9
42+23	45+83	TEXAS	OREGON	5.0	296.6	164.8	0.0	9.2	0.0	0	2	0	0	0	31.2
45+83	49+53	OREGON	ADA SIPUEL	5.0	353.8	196.6	0.0	10.9	0.0	1	1	0	0	0	77.6
49+53	53+83	ADA SIPUEL	DAKOTA	5.0	386.3	214.6	41.7	11.9	5.8	0	2	0	0	0	1.4
53+83	58+13	DAKOTA	MINNESOTA	5.0	379.8	211.0	0.0	11.7	0.0	0	2	0	0	0	221.2
58+13	62+43	MINNESOTA	IOWA	5.0	360.7	200.4	0.0	11.1	0.0	0	2	0	0	0	0.0
62+43	66+73	IOWA	COLORADO	5.0	479.9	266.6	0.0	14.8	0.0	0	5	0	2	0	0.0
66+73	71+08	COLORADO	KANSAS	5.0	435.0	241.7	13.4	13.4	1.9	0	0	0	0	0	0.0
71+08	75+42	KANSAS	CHICKASHA	5.0	434.0	241.1	0.0	13.4	0.0	0	1	0	0	0	0.0
TOTALS					5,899.9	3,277.8	64.5	182.1	9.0	15	16	1	2	100	481.4

SUMMARY OF EXCEPTIONS – STREETS				
CENTER R/W STA.	STA. START	STA. STOP	LENGTH (FEET)	IDENTIFICATION
14+70	14+59	14+82	23	VIRGINIA AVENUE
18+80	18+76	18+97	21	TENNESSEE AVENUE
22+90	22+82	23+04	22	GEORGIA AVENUE
27+33	27+21	27+44	23	ARKANSAS AVENUE
31+43	31+30	31+54	24	MISSOURI AVENUE
N/A	34+55	34+92	37	CONGO CREEK
35+03	35+03	35+17	14	FLORIDA AVENUE
38+63	38+52	38+74	22	WASHINGTON AVENUE
42+23	42+11	42+35	24	TEXAS AVENUE
45+83	45+69	45+94	25	OREGON AVENUE
49+53	49+40	49+64	24	ADA SIPUEL AVENUE
53+83	53+70	53+94	24	DAKOTA AVENUE
58+13	57+99	58+25	26	MINNESOTA AVENUE
62+43	62+29	62+54	25	IOWA AVENUE
TOTAL			334	

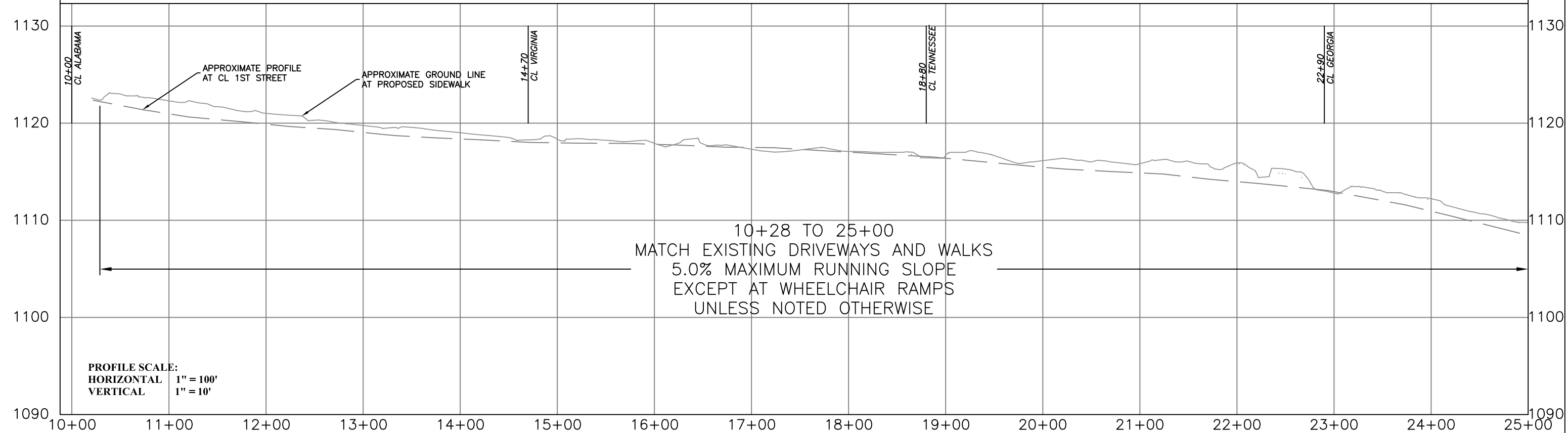
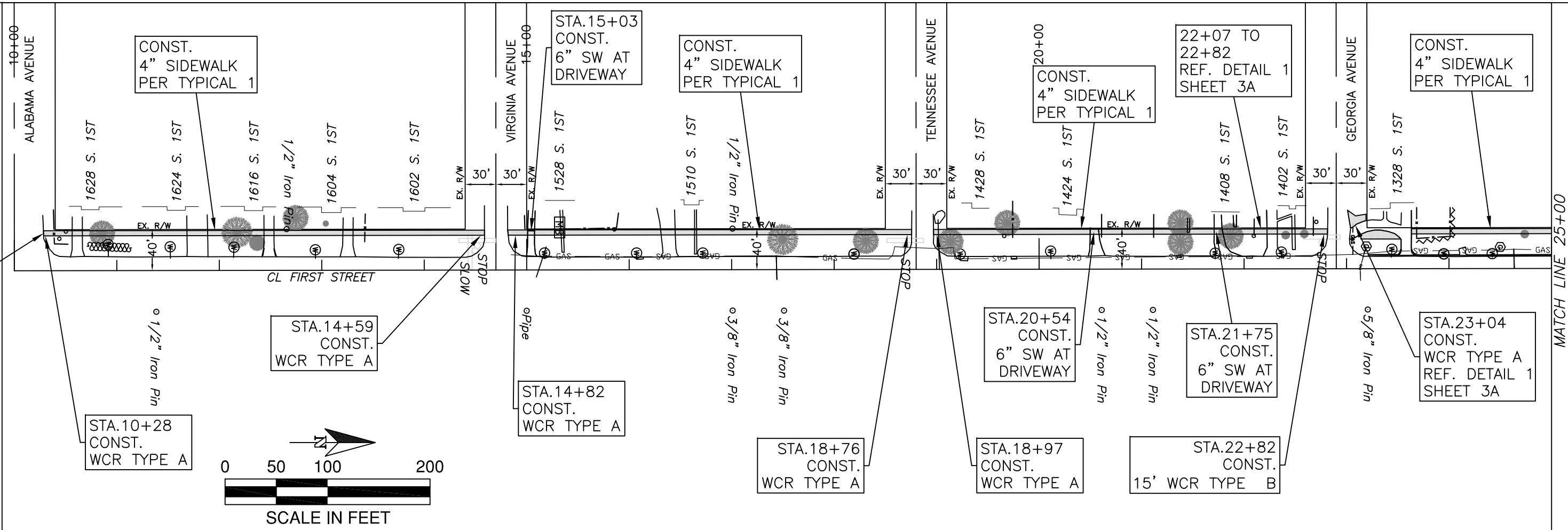
SUMMARY OF SIDEWALK ACROSS DRIVEWAYS				
STA. START	STA. STOP	DRIVEWAY WIDTH (FEET)	SURFACE TYPE	ADDRESS
15+00.9	15+07.7	6.8	GRAVEL	1528 S. 1ST
20+49.8	20+58.5	8.7	UNIMPROVED	1424 S. 1ST
21+70.9	21+79.7	8.8	GRAVEL	1408 S. 1ST
36+13.5	36+23.5	10.0	UNIMPROVED	1024 S. 1ST
49+86.7	50+53.0	66.3	GRAVEL	628 S. 1ST
52+43.0	52+51.8	8.7	UNIMPROVED	602 S. 1ST
66+64.6	66+74.6	10.0	GRAVEL	COLORADO
69+03.0	69+17.2	14.2	GRAVEL	N/A
TOTAL		133.6		

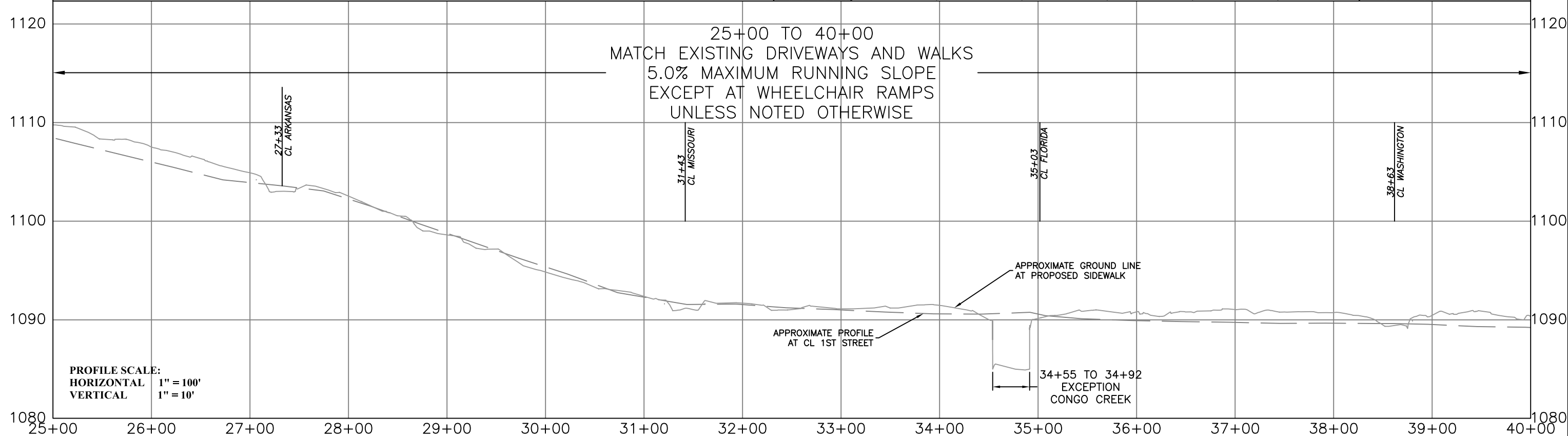
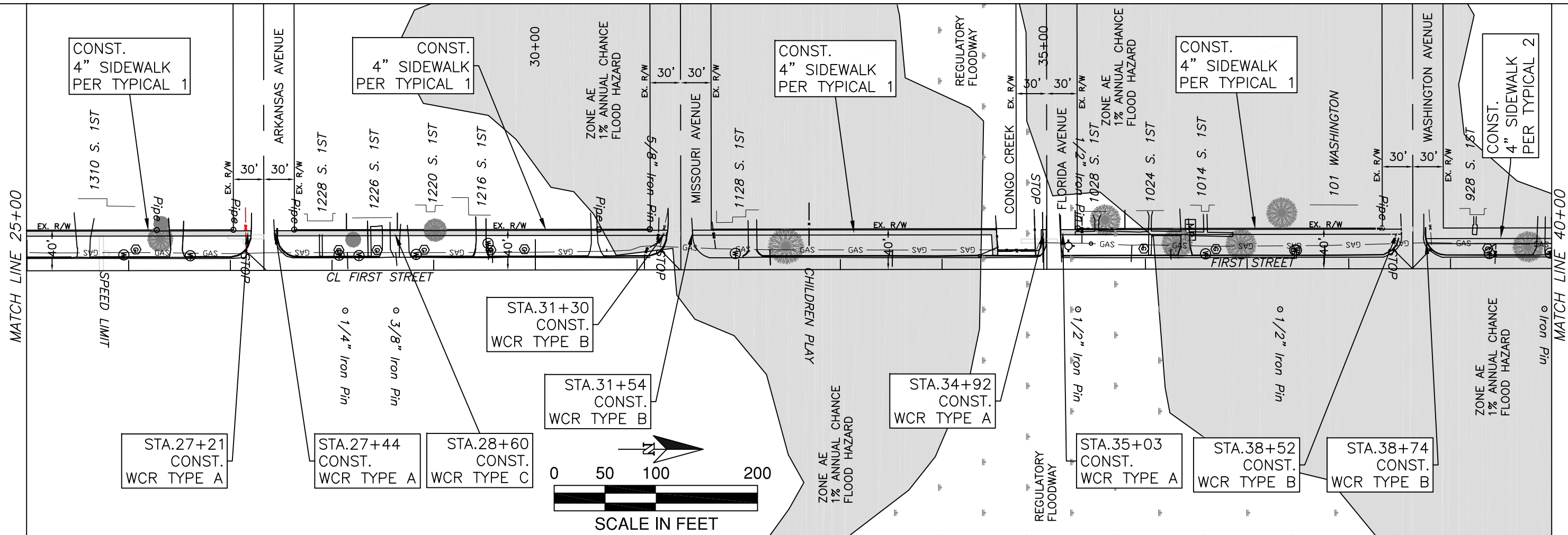
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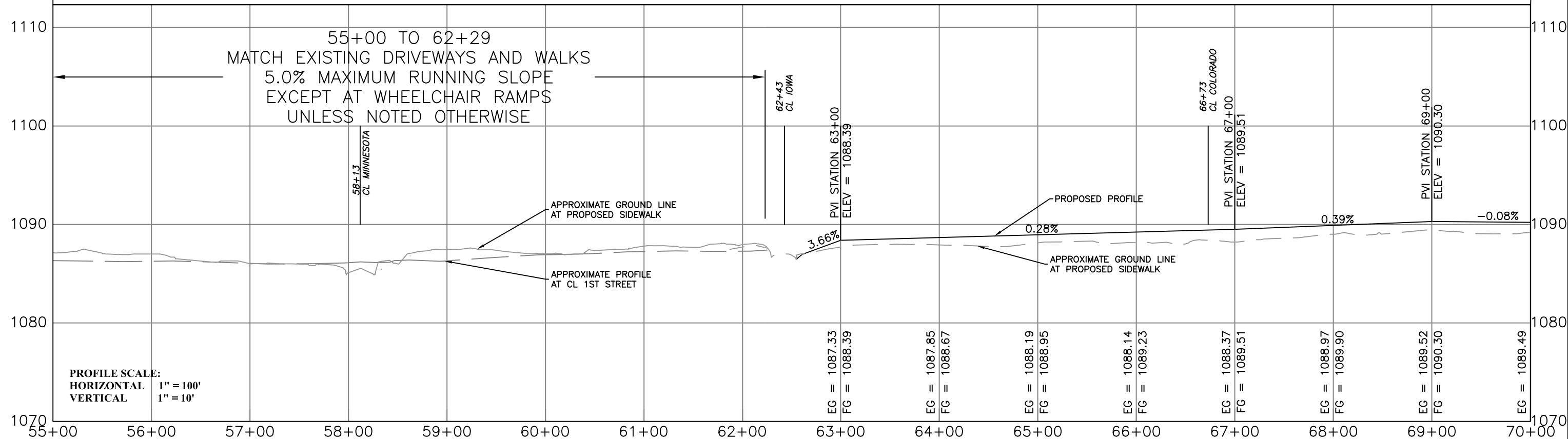
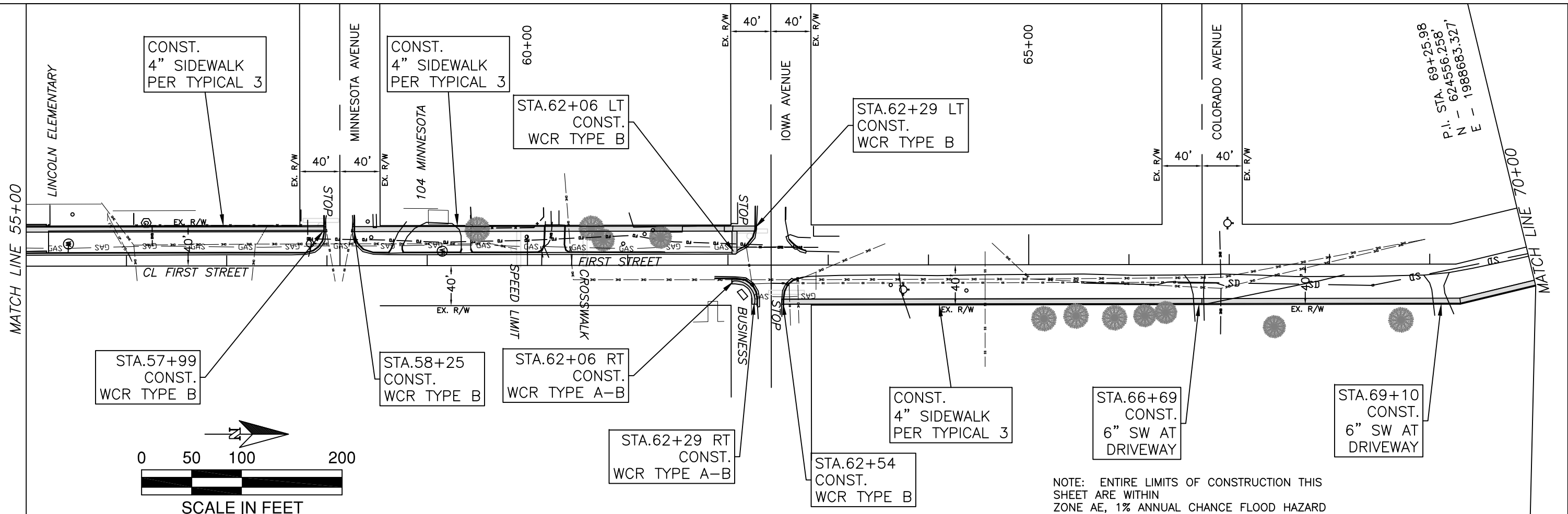
- ALL SIDEWALK CONSTRUCTION AND WHEELCHAIR RAMP CONSTRUCTION SHALL COMPLY WITH ODOT STANDARD DRAWING WCR-3-1, EXCEPT SIDEWALK WIDTH AND WHEELCHAIR RAMP CLEAR OPENING WIDTH SHALL BE 5'-0".
- IF SIDEWALK IS TO BE CONSTRUCTED AROUND OBSTRUCTIONS, SIDEWALK SHALL HAVE A MINIMUM OF 48" CLEAR WIDTH. CONSTRUCTING SIDEWALK AROUND OBSTRUCTIONS WILL BE PERMITTED ONLY WHEN APPROVED BY THE OWNER'S REPRESENTATIVE.

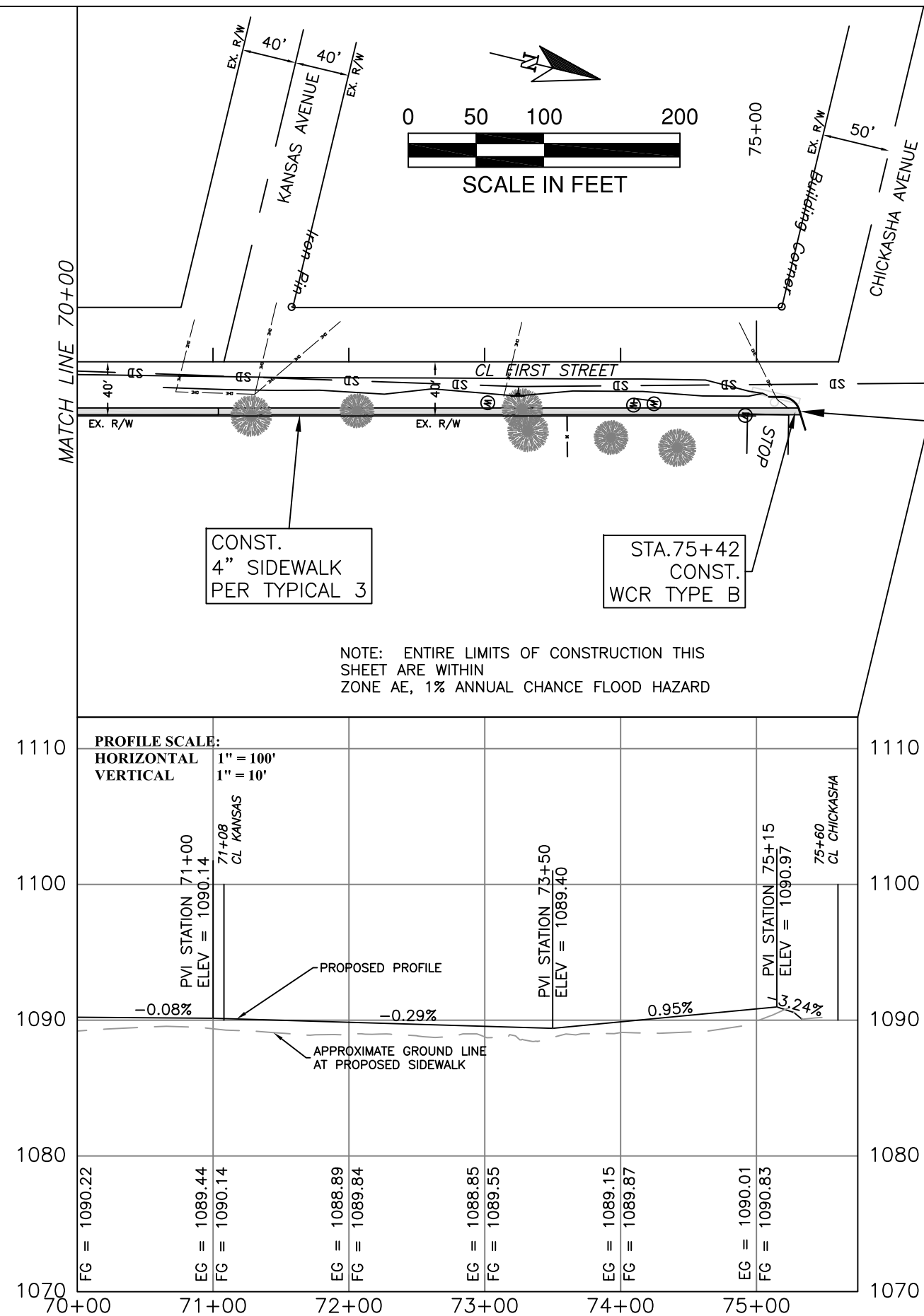
SUMMARY OF EXCEPTIONS – DRIVEWAYS				
STA. START	STA. STOP	DRIVEWAY WIDTH (FEET)	SURFACE TYPE	ADDRESS
10+56.5	10+66.4	9.9	CONCRETE	1628 S. 1ST
11+68.5	11+88.7	20.2	CONCRETE	1624 S. 1ST
12+43.7	12+53.5	9.8	CONCRETE	1616 S. 1ST
13+20.6	13+30.6	10.0	CONCRETE	1604 S. 1ST
16+31.3	16+45.1	13.8	CONCRETE	1510 S. 1ST
22+22.5	22+32.5	10.0	CONCRETE	1402 S. 1ST
23+03.4	23+66.7	63.3	CONCRETE	1328 S. 1ST
25+48.4	25+62.8	14.4	CONCRETE	1310 S. 1ST
26+40.5	26+53.6	13.1	CONCRETE	VACANT
28+49.6	28+57.2	7.6	CONCRETE	1226 S. 1ST
28+66.8	28+75.1	8.3	CONCRETE	1220 S. 1ST
29+41.8	29+51.5	9.7	CONCRETE	1216 S. 1ST
30+55.0	30+61.1	6.1	CONCRETE	VACANT
32+09.4	32+17.9	8.5	CONCRETE	1128 S. 1ST
36+35.0	36+43.4	8.4	CONCRETE	1014 S. 1ST
39+85.2	39+93.1	7.9	CONCRETE	916 S. 1ST
39+99.8	40+07.1	7.3	CONCRETE	916 S. 1ST
40+83.8	40+91.2	7.4	CONCRETE	912 S. 1ST
41+32.1	41+39.9	7.8	CONCRETE	VACANT
43+91.5	44+09.2	17.7	CONCRETE	814 S. 1ST
44+31.3	44+51.0	19.7	CONCRETE	802 S. 1ST
46+96.0	47+03.8	7.8	CONCRETE	720 S. 1ST
51+56.8	51+76.5	19.7	CONCRETE	ALLEY
54+97.1	55+22.3	25.2	CONCRETE	LINCOLN SCHOOL
58+71.9	58+84.6	12.7	CONCRETE	104 MINNESOTA
59+32.5	59+43.6	11.1	CONCRETE	104 MINNESOTA
60+17.5	60+37.0	19.5	CONCRETE	ALLEY
TOTAL		376.9		

STA. 10+28
BEGIN PROJECT
17568 CDBG 19









STA. 75+42
END PROJECT
17568 CDBG 19

TITLE SHEET

SURVEY CONTROL DATA

1. MEASUREMENT UNITS:

The distances, coordinates, and elevations shown on this survey are in US SURVEY FEET. All angles and bearings shown are in degrees, minutes, and seconds.

2. HORIZONTAL CONTROL:

Horizontal control for this survey is NAD 83 (2011) Oklahoma State Plane Coordinate System, Lambert Projection, South Zone. Derived from NGS monument K 214 established under shared solution documented in the NGS website along with three monuments established on this survey. Datum was checked by double occupation on different days and different times with a minimum of four hours occupation time used for each point on each session. using CORS stations OKDT - Oklahoma City, OKLW - Lawton, WMOK - Wichtamtnok, OKAO - Anadarko, OKDN - Duncan.

The positional controls for this survey meet or exceeds the following accuracy criteria:

- A. Network Accuracy: 0.10 Foot
B. Local Accuracy: 0.05 Foot

3. BEARINGS:

The bearings shown herein or hereon are grid bearings derived from the NGS Oklahoma State Plane Coordinate System and are not astronomical. The Angle of Variance between Grid North (GN) and the Astronomical True North (TN) is depicted diagrammatically.

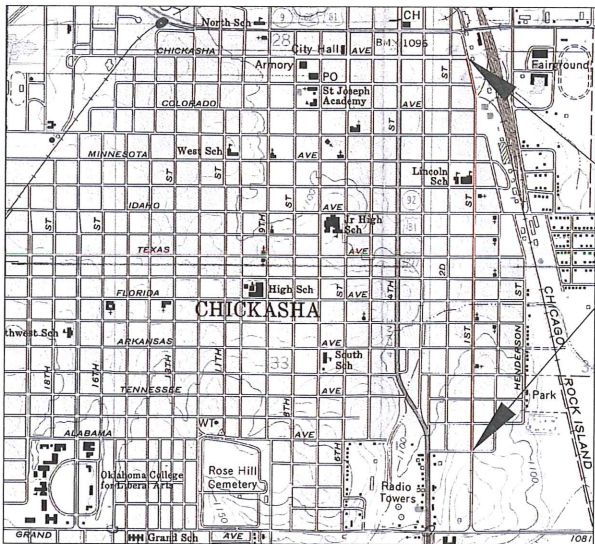
4. VERTICAL CONTROL:

Level datum for this survey is NGS, NAVD 88, taken from NGS monument N 214 and tied to E 41. Vertical datum was established on the three primary control points by GPS solutions and a complete set of check levels was ran along this survey with a Trimble electronic level.

Vertical Control for this survey meet or exceeds the following accuracy criteria:

- A. Network Accuracy (from GPS or Leveling): 0.10 foot
B. Local Accuracy (confirmed by leveling): 0.02 foot

PROJECT LOCATION



SURVEY EXTENTS

Topographic Survey Certification

I, Jesse L. Carroll, certify that this project was completed under my direct and responsible charge from an actual survey made under my supervision; that this ground & LiDAR survey was performed at the Committee Standards; that this survey was performed to meet the Specifications for Topographic and Planimetric Mapping contained in the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors. The original data was obtained from September 9, 2019 to September 27, 2019 and was completed on October 2, 2019.

Survey Began: September 9, 2019
Survey Completed: October 2, 2019

SURVEY CREW MEMBERS:

Jessie L. Carroll, Professional Land Surveyor
Danny R. Dees, Professional Land Surveyor
Ben Gensamer, Lead Surveyor
Brian Gensamer, Survey Crew Chief
Jarrod Elroy, Survey Crew Chief

EQUIPMENT:

Trimble R10 GPS Units
Trimble TSC 3 Data Collectors
Trimble Robotic Total Stations
Trimble Electronic Level

PROJECT LENGTH 6,560.48 Ft. 1.2420 MI.

BEGINNING SATTION : 10+00.00
ENDING STATION : 75+60.48

CONTROL POINTS

CP #1
3/4" IP W/2" ALUMINUM CAP
N - 618532.434'
E - 1988724.950'
EL = 1124.439'
CP #2
3/4" IP W/2" ALUMINUM CAP
N - 621115.221'
E - 1988548.910'
EL = 1091.234'
CP #3
3/4" IP W/2" ALUMINUM CAP
N - 625316.417'
E - 1988540.363'
EL = 1091.549'

BENCHMARKS

BM #200 TOP NUT OF FIRE HYDRANT N - 618671.049' E - 1988707.583' EL = 1124.696' STA. = 10+40.74 OFFSET = 15.5 RT	BM #205 TOP NUT OF FIRE HYDRANT N - 620800.909' E - 1988707.176' EL = 1094.113' STA. = 31+70.6 OFFSET = 18.3' RT	BM #210 TOP NUT OF FIRE HYDRANT N - 622544.986' E - 1988668.988' EL = 1089.551' STA. = 49+14.7 OFFSET = 17.3' LT	BM #215 TOP NUT OF FIRE HYDRANT N - 624761.662' E - 1988586.915' EL = 1091.818' STA. = 71+48.3 OFFSET = 45.6' LT
BM #201 TOP NUT OF FIRE HYDRANT N - 619131.034' E - 1988708.394' EL = 1121.315' STA. = 15+00.75 OFFSET = 17' RT	BM #206 TOP NUT OF FIRE HYDRANT N - 621154.455' E - 1988665.388' EL = 1092.678' STA. = 35+24.2 OFFSET = 23.0' LT	BM #211 TOP NUT OF FIRE HYDRANT N - 623034.949' E - 1988637.320' EL = 1088.938' STA. = 54+04.7 OFFSET = 48.3' LT	BM #216 TOP NUT OF FIRE HYDRANT N - 625208.637' E - 1988481.363' EL = 1092.569'
BM #202 TOP NUT OF FIRE HYDRANT N - 619535.256' E - 1988707.123' EL = 1118.977' STA. = 19+04.9 OFFSET = 16.3' RT	BM #207 TOP NUT OF FIRE HYDRANT N - 621524.911' E - 1988707.670' EL = 1092.416' STA. = 38+94.6 OFFSET = 19.8' RT	BM #212 TOP NUT OF FIRE HYDRANT N - 623413.458' E - 1988662.848' EL = 1088.889' STA. = 57+83.2 OFFSET = 22.2' LT	
BM #203 TOP NUT OF FIRE HYDRANT N - 619950.653' E - 1988707.373' EL = 1115.809' STA. = 23+20.3 OFFSET = 17.2' RT	BM #208 MAG NAIL ON TOP OF CURB N - 621869.298' E - 1988709.152' EL = 1088.545' STA. = 42+39.0 OFFSET = 21.8' RT	BM #213 TOP NUT OF FIRE HYDRANT N - 624005.107' E - 1988708.804' EL = 1090.170' STA. = 63+74.8 OFFSET = 24.7' RT	
BM #204 TOP NUT OF FIRE HYDRANT N - 620390.076' E - 1988709.959' EL = 1105.387' STA. = 27+59.7 OFFSET = 20.4' RT	BM #209 TOP NUT OF FIRE HYDRANT N - 622241.420' E - 1988705.952' EL = 1090.871' STA. = 46+11.1 OFFSET = 19.2' RT	BM #214 TOP NUT OF FIRE HYDRANT N - 624328.523' E - 1988642.457' EL = 1091.647' STA. = 66+98.3 OFFSET = 41.2' LT	

ALIGNMENT REPORT

Horizontal Alignment Name: First Street

Station Northing Easting
P.O.B. 10+00.00 618630.287 1988692.120
P.I. 69+25.98 624556.258 1988683.327
Tangent Direction: N00°05'06"W
Tangent Length: 5925.98

P.I. 69+25.98 624556.258 1988683.327
E.O.P. 75+60.48 625173.095 1988534.671
Tangent Direction: N13°32'59"W
Tangent Length: 634.50

LEGEND

POWER POLE	GAS METER
UTILITY POLE	GAS VALVE
LIGHT POLE	GAS PIPELINE MARKER
CUY ANCHOR	SDN
ELECTRIC METER	FIRE HYDRANT
ELECTRIC MANHOLE	WATER METER
ELEC. TRANSFORMER	WATER VALVE
SANITARY SEWER MANHOLE	SECTION CORNER
SANITARY SEWER CLEANOUT	QUARTER CORNER
STORM SEWER MANHOLE	BENCHMARK
IRON DRIVE INLET	
TELEPHONE MANHOLE	
TELEPHONE RISER	

UNDERGROUND UTILITY LINES

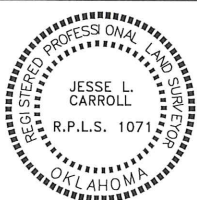
WATER LINE	GAS LINE
SANITARY SEWER LINE	TELEPHONE LINE
ELECTRIC LINE	
MISC. LINES	
OVERHEAD POWERLINE	BARBED WIRE FENCE
CHAIN LINK FENCE	STOCKADE FENCE

UTILITY STATEMENT:

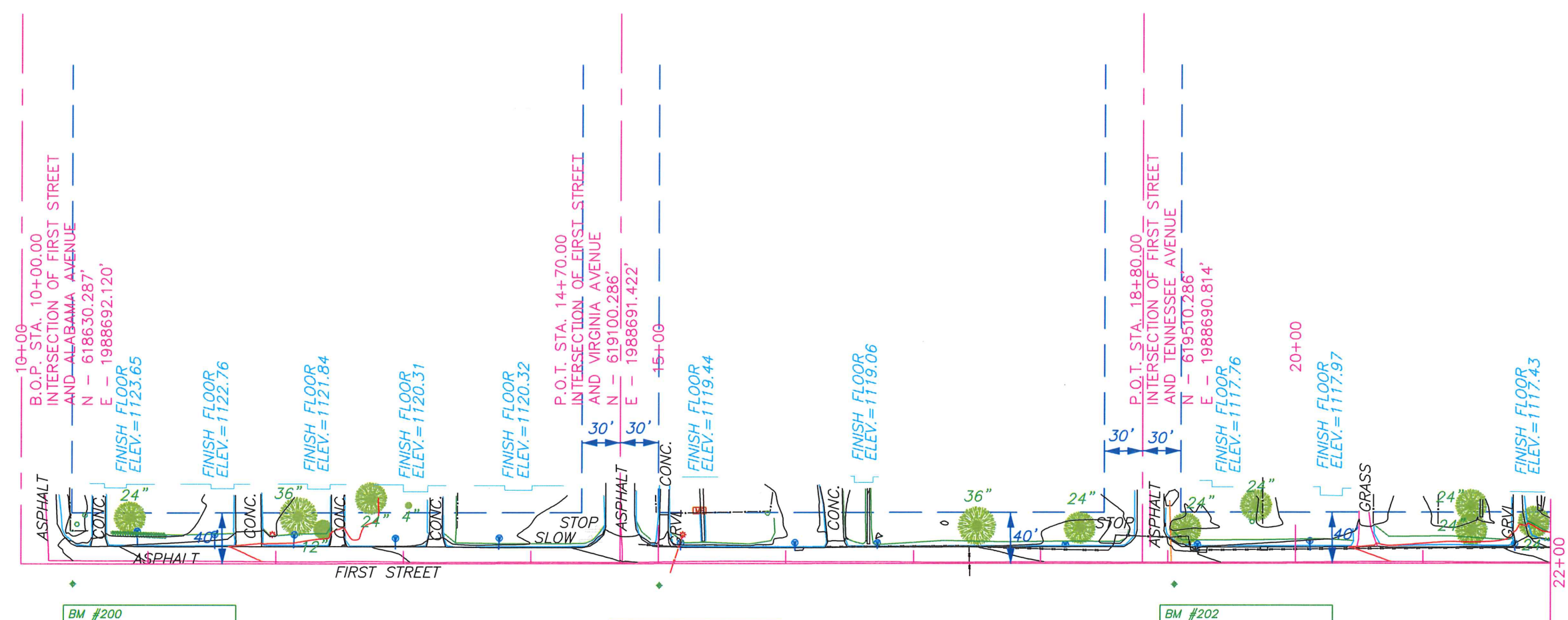
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE, EXPRESSED OR IMPLIED, THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEY DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE UTILIZING ALL AVAILABLE INFORMATION. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

CITY OF CHICKASHA
FIRST STREET
SIDEWALK
DESIGN SURVEY

Ordered By: CTC
Party Chief: BJB
Drawn By: BJB
Scale: 1" = 50FT
Last Site Visit: 9-27-19
Invoice #: 5240
Page #: 1 of



CARROLL SURVEYING & MAPPING, LLC
PO BOX 525 / 208 W Choctaw
Marlow, OK 73055
Telephone: (580) 658-6405
Email: office@carrollsurveying.com
LAND SURVEYS • TOPOGRAPHIC SURVEYS
CONSTRUCTION LAYOUT • G.P.S. NETWORKS
OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 2706 EXPIRES JUNE, 2020



CP #1
3/4" IP W/2" ALUMINUM CAP
N - 618532.434'
E - 1988724.950'
EL = 1124.439'

BM #200
TOP NUT OF FIRE HYDRANT
N - 618671.049'
E - 1988707.583'
EL = 1124.696'
STA. = 10+40.74
OFFSET = 15.5 RT

BM #201
TOP NUT OF FIRE HYDRANT
N - 619131.034'
E - 1988708.394'
EL = 1121.315'
STA. = 15+00.75
OFFSET = 17' RT

UTILITY LIST:
TELEPHONE - AT&T
POWER - PSO
GAS - CENTERPOINT ENERGY
WATER - CITY OF CHICKASHA

BM #202
TOP NUT OF FIRE HYDRANT
N - 619535.256'
E - 1988707.123'
EL = 1118.977'
STA. = 19+04.9
OFFSET = 16.3' RT

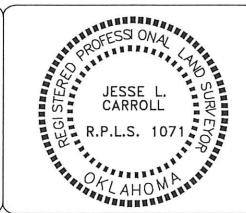
LEGEND	
POWER POLE	GAS METER
UTILITY POLE	GAS VALVE
LIGHT POLE	GAS PIPELINE MARKER
GUY ANCHOR	SS SANITARY SEWER LINE
ELECTRIC METER	SD STORM DRAIN LINE
ELEC. TRANSFORMER	T TELEPHONE LINE
SANITARY SEWER MANHOLE	E ELECTRIC LINE
STORM SEWER MANHOLE	
IRON GRATE INLET	
TELEPHONE MANHOLE	
TELEPHONE RISER	
	MISC. LINES
	OHE OVERHEAD POWERLINE
	X BARBED WIRE FENCE
	CHAIN LINK FENCE
	STOCKADE FENCE

UTILITY STATEMENT:
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE, EXPRESSED OR IMPLIED, THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEY DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE UTILIZING ALL AVAILABLE INFORMATION. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

CITY OF CHICKASHA

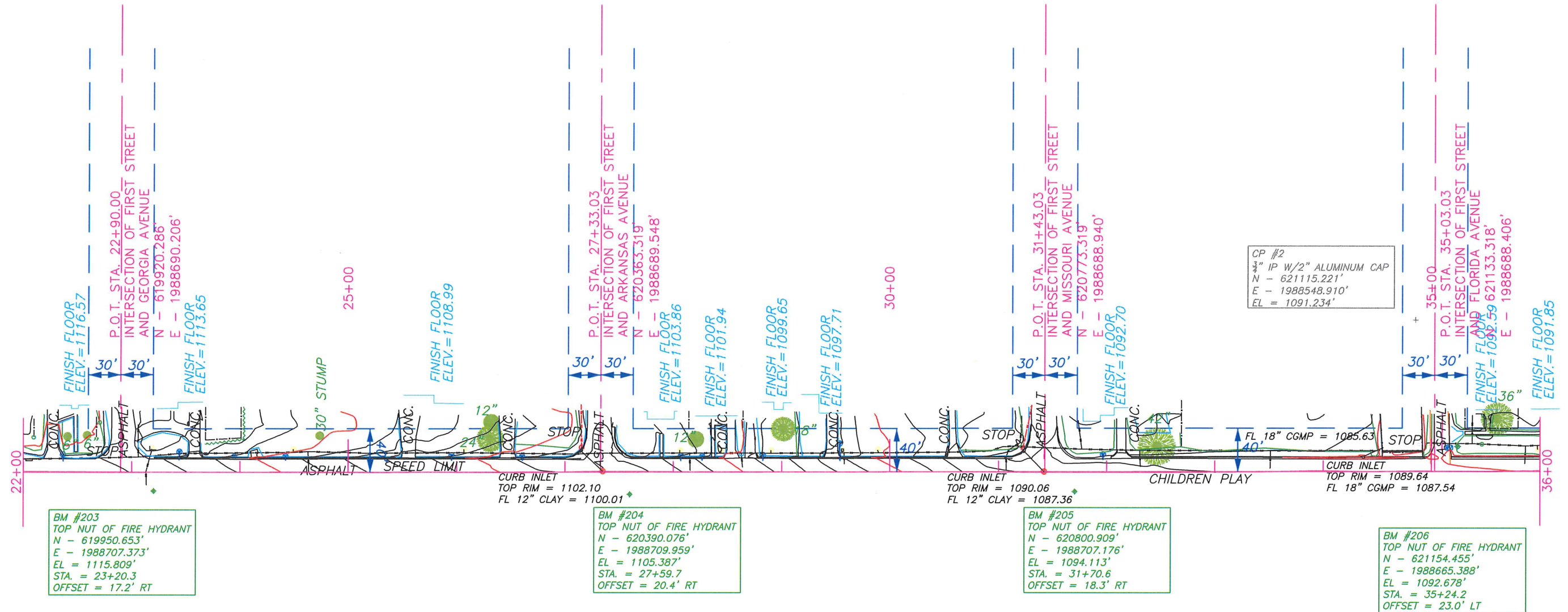
FIRST STREET SIDEWALK DESIGN SURVEY

Ordered By: CTC
Party Chief: BJC
Drawn By: BJC
Scale: 1" = 50FT
Last Site Visit: 9-27-19
Invoice #: 5240
Page #: 1 of



CARROLL SURVEYING & MAPPING, LLC
PO BOX 525 / 208 W Choctaw
Marlow, OK 73055
Telephone: (580) 658-6405
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LAND SURVEYS • TOPOGRAPHIC SURVEYS
CONSTRUCTION LAYOUT • G.P.S. NETWORKS
OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 2706 EXPIRES JUNE, 2020





CP #2
3/4" IP W/2" ALUMINUM CAP
N - 621115.221'
E - 1988548.910'
EL = 1091.234'

BM #203
TOP NUT OF FIRE HYDRANT
N - 619950.653'
E - 1988707.373'
EL = 1115.809'
STA. = 23+20.3
OFFSET = 17.2' RT

BM #204
TOP NUT OF FIRE HYDRANT
N - 620390.076'
E - 1988709.959'
EL = 1105.387'
STA. = 27+59.7
OFFSET = 20.4' RT

BM #205
TOP NUT OF FIRE HYDRANT
N - 620800.909'
E - 1988707.176'
EL = 1094.113'
STA. = 31+70.6
OFFSET = 18.3' RT

BM #206
TOP NUT OF FIRE HYDRANT
N - 621154.455'
E - 1988665.388'
EL = 1092.678'
STA. = 35+24.2
OFFSET = 23.0' LT

UTILITY LIST:
TELEPHONE - AT&T
POWER - PSO
GAS - CENTERPOINT ENERGY
WATER - CITY OF CHICKASHA

LEGEND	
POWER POLE	GAS METER
UTILITY POLE	GAS VALVE
LIGHT POLE	GAS PIPELINE MARKER
CLAY ANCHOR	SD
ELECTRIC METER	SD
ELECTRIC MANHOLE	SD
ELEC. TRANSFORMER	SD
SANITARY SEWER MANHOLE	SD
SANITARY SEWER CLEANOUT	SD
STORM SEWER MANHOLE	SD
STORM SEWER INLET	SD
TELEPHONE MANHOLE	SD
TELEPHONE RISER	SD
SECTION CORNER	SD
QUARTER CORNER	SD
BENCHMARK	SD

UNDERGROUND UTILITY LINES	
W	WATER LINE
G	GAS LINE
SS	SANITARY SEWER LINE
SD	STORM DRAIN LINE
T	TELEPHONE LINE
E	ELECTRIC LINE

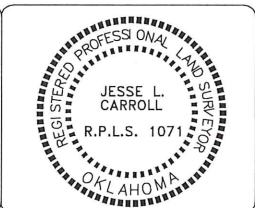
MISC. LINES	
CH	OVERHEAD POWERLINE
X	BARRIED WIRE FENCE
CL	CHAIN LINK FENCE
ST	STOCKADE FENCE

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CITY OF CHICKASHA

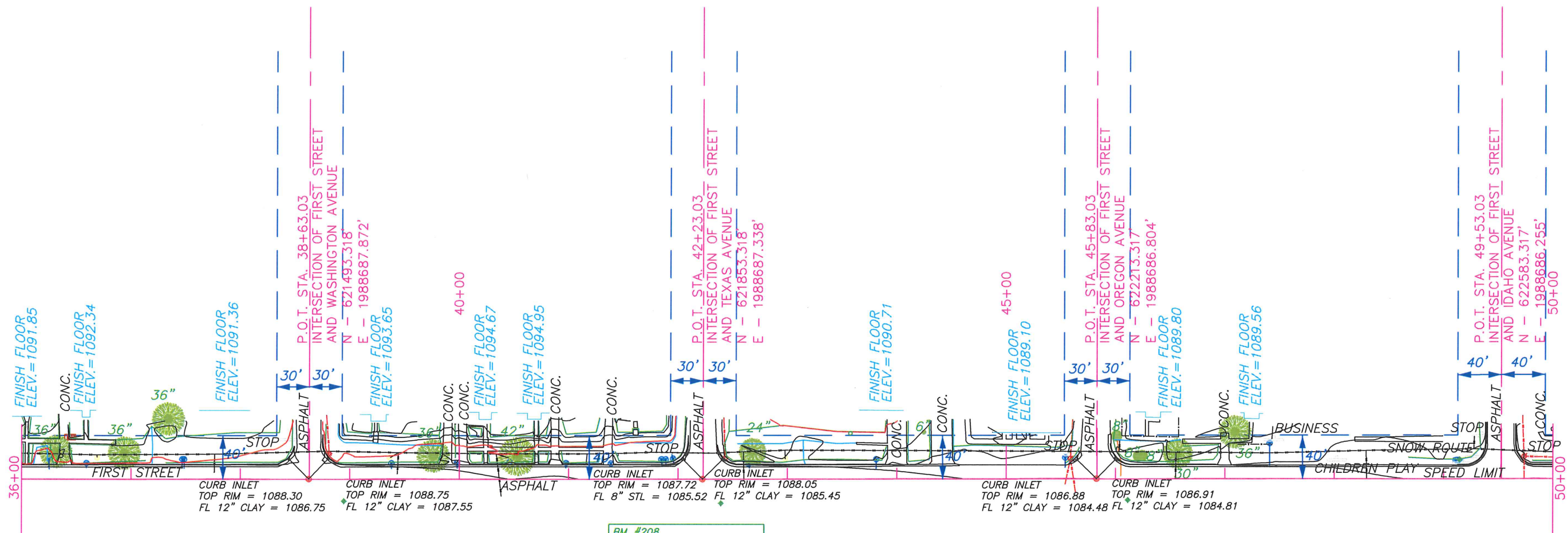
FIRST STREET SIDEWALK DESIGN SURVEY

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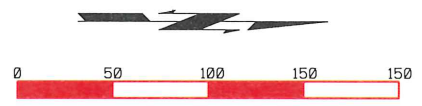
BM #207
TOP NUT OF FIRE HYDRANT
N - 621524.911'
E - 1988707.670'
EL = 1092.416'
STA. = 38+94.6
OFFSET = 19.8' RT

BM #208
MAG NAIL ON TOP OF CURB
N - 621869.298'
E - 1988709.152'
EL = 1088.545'
STA. = 42+39.0
OFFSET = 21.8' RT

BM #209
TOP NUT OF FIRE HYDRANT
N - 622241.420'
E - 1988705.952'
EL = 1090.871'
STA. = 46+11.1
OFFSET = 19.2' RT

BM #210
TOP NUT OF FIRE HYDRANT
N - 622544.986'
E - 1988668.988'
EL = 1089.551'
STA. = 49+14.7
OFFSET = 17.3' LT

UTILITY LIST:
TELEPHONE - AT&T
POWER - PSO
GAS - CENTERPOINT ENERGY
WATER - CITY OF CHICKASHA



LEGEND	
⊕ POWER POLE	⊕ GAS METER
⊕ UTILITY POLE	⊕ GAS VALVE
⊕ LIGHT POLE	⊕ GAS PIPELINE MARKER
⊕ GUY ANCHOR	⊕ SIGN
⊕ ELECTRIC METER	⊕ FIRE HYDRANT
⊕ ELEC. TRANSFORMER	⊕ WATER METER
⊕ SANITARY SEWER MANHOLE	⊕ WATER VALVE
⊕ ELECTRIC MANHOLE	⊕ SECTION CORNER
⊕ SANITARY SEWER CLEANOUT	⊕ QUARTER CORNER
⊕ STORM SEWER MANHOLE	⊕ BENCHMARK
⊕ IRON GRATE INLET	
⊕ TELEPHONE MANHOLE	
⊕ TELEPHONE RISER	

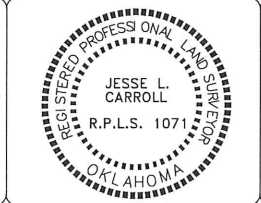
UNDERGROUND UTILITY LINES	
— W —	WATER LINE
— G —	GAS LINE
— SS —	SANITARY SEWER LINE
— SD —	STORM DRAIN LINE
— T —	TELEPHONE LINE
— E —	ELECTRIC LINE

MISC. LINES	
— OHE —	OVERHEAD POWERLINE
— X —	BARBED WIRE FENCE
— — —	CHAIN LINK FENCE
— — —	STOCKADE FENCE

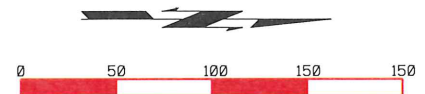
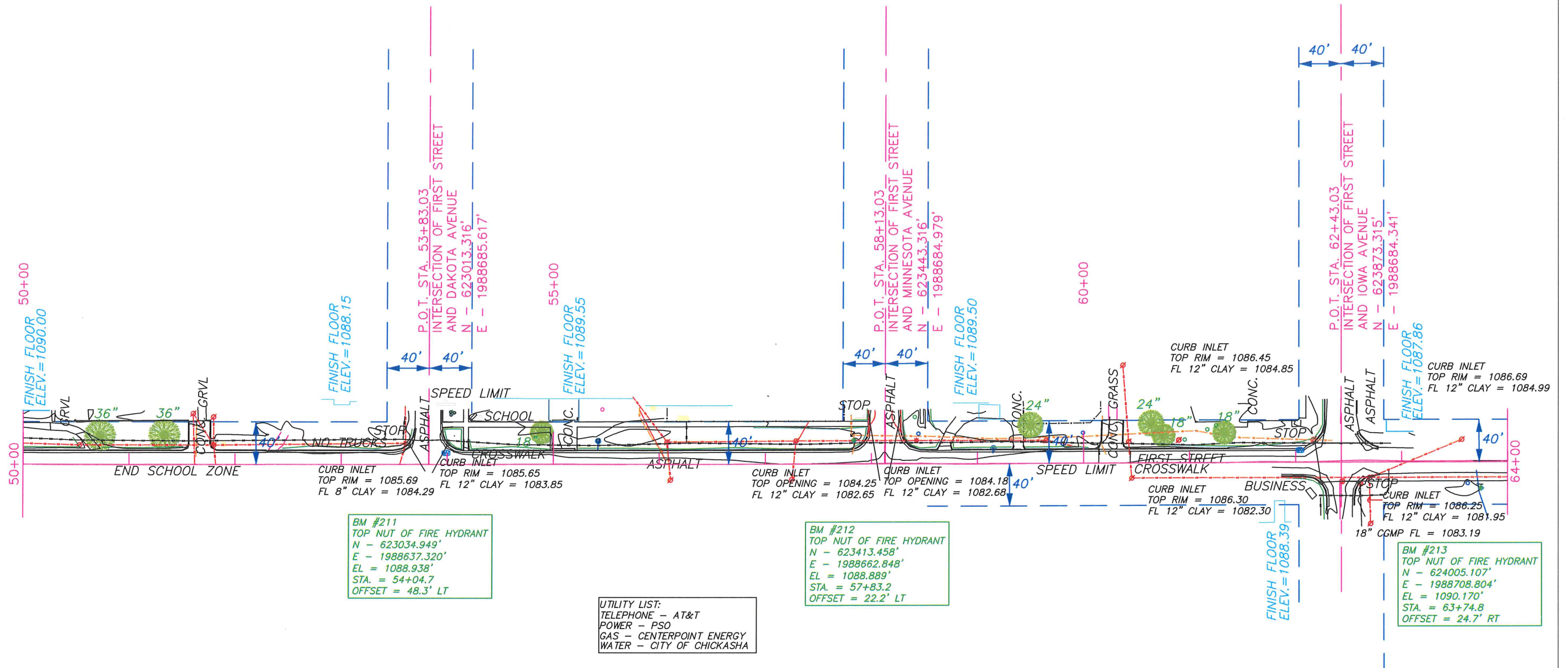
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CITY OF CHICKASHA FIRST STREET SIDEWALK DESIGN SURVEY

Ordered By: CTC
Party Chief: BJC
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CARROLL SURVEYING & MAPPING, LLC
PO BOX 525 / 208 W Choctaw
Marlow, OK 73055
Telephone: (580) 658-6405
Email: office@carrollsurveying.com
LAND SURVEYS • TOPOGRAPHIC SURVEYS
CONSTRUCTION LAYOUT • G.P.S. NETWORKS
OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 2706 EXPIRES JUNE, 2020



LEGEND	
POWER POLE	GAS METER
UTILITY POLE	GAS VALVE
LIGHT POLE	GAS PIPELINE MARKER
CLAY ANCHOR	SIGN
ELECTRIC METER	FIRE HYDRANT
ELEC. TRANSFORMER	WATER METER
SANITARY SEWER MANHOLE	WATER VALVE
STORM SEWER MANHOLE	SECTION CORNER
IRON GRATE INLET	QUARTER CORNER
TELEPHONE MANHOLE	BENCHMARK
TELEPHONE RISER	

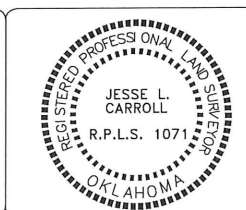
UNDERGROUND UTILITY LINES	
W	WATER LINE
G	GAS LINE
SS	SANITARY SEWER LINE
SD	STORM DRAIN LINE
T	TELEPHONE LINE
E	ELECTRIC LINE
MISC. LINES	
OHE	OVERHEAD POWERLINE
X	BARRIED WIRE FENCE
—	CHAIN LINK FENCE
—	STOCKADE FENCE

UTILITY STATEMENT:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE, EXPRESSED OR IMPLIED, THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEY DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE UTILIZING ALL AVAILABLE INFORMATION. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

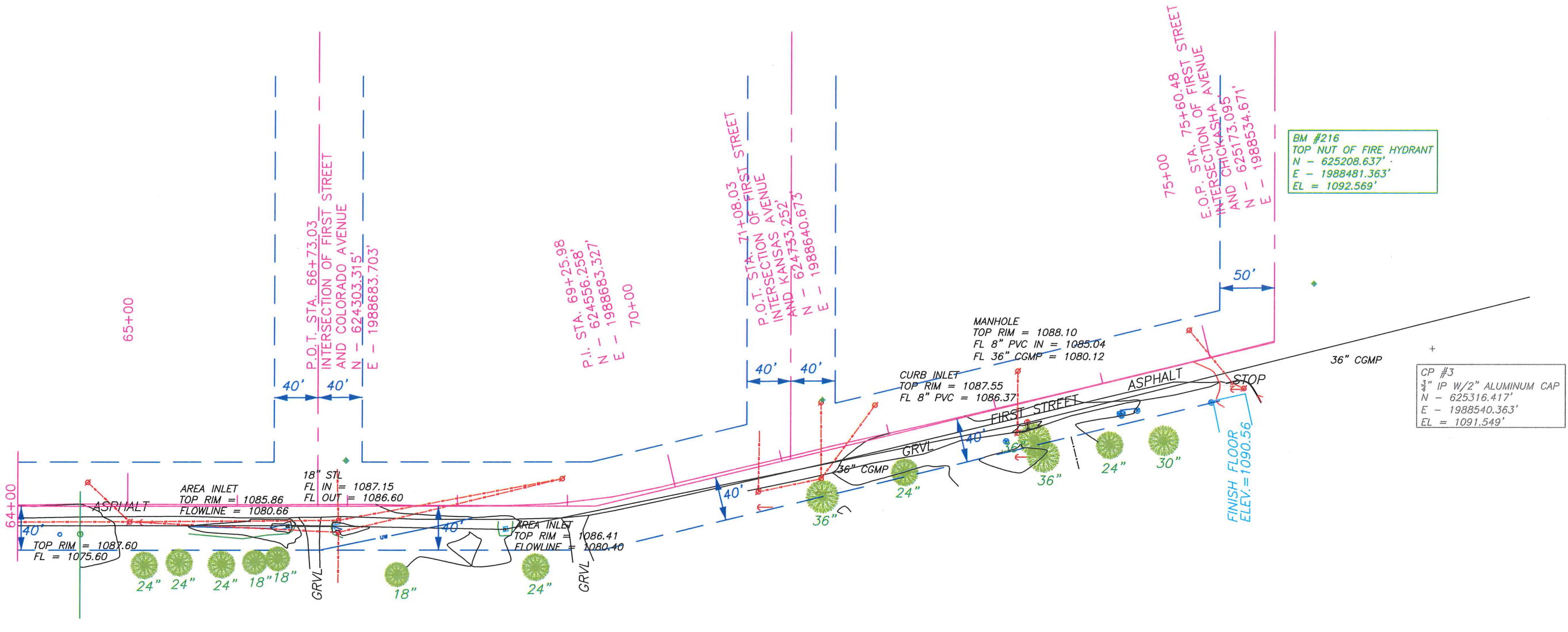
CITY OF CHICKASHA
FIRST STREET
SIDEWALK
DESIGN SURVEY

Ordered By: CTC
 Party Chief: BJB
 Drawn By: BJB
 Scale: 1" = 50FT
 Last Site Visit: 9-27-19
 Invoice #: 5240
 Page #: 1 of



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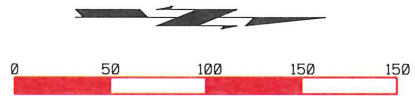
BM #216
TOP NUT OF FIRE HYDRANT
N - 625208.637'
E - 1988481.363'
EL = 1092.569'

CP #3
3/4" IP W/2" ALUMINUM CAP
N - 625316.417'
E - 1988540.363'
EL = 1091.549'

BM #214
TOP NUT OF FIRE HYDRANT
N - 624328.523'
E - 1988642.457'
EL = 1091.647'
STA. = 66+98.3
OFFSET = 41.2' LT

UTILITY LIST:
TELEPHONE - AT&T
POWER - PSO
GAS - CENTERPOINT ENERGY
WATER - CITY OF CHICKASHA

BM #215
TOP NUT OF FIRE HYDRANT
N - 624761.662'
E - 1988586.915'
EL = 1091.818'
STA. = 71+48.3
OFFSET = 45.6' LT



LEGEND	
⊙ POWER POLE	— GAS METER
⊙ UTILITY POLE	⊙ GAS VALVE
⊙ LIGHT POLE	⊙ GAS PIPELINE MARKER
⊙ GUY ANCHOR	⊙ SIGN
⊙ ELECTRIC METER	⊙ FIRE HYDRANT
⊙ ELECT. TRANSFORMER	⊙ WATER METER
⊙ SANITARY SEWER MANHOLE	⊙ WATER VALVE
⊙ SANITARY SEWER CLEANOUT	⊙ SECTION CORNER
⊙ STORM SEWER MANHOLE	⊙ QUARTER CORNER
⊙ IRON GRATE INLET	⊙ BENCHMARK
⊙ TELEPHONE MANHOLE	
⊙ TELEPHONE RISER	

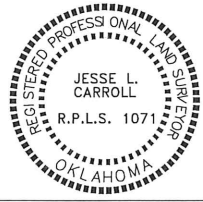
UNDERGROUND UTILITY LINES	
— W —	WATER LINE
— G —	GAS LINE
— SS —	SANITARY SEWER LINE
— SD —	STORM DRAIN LINE
— T —	TELEPHONE LINE
— E —	ELECTRIC LINE

MISC. LINES	
— OHE —	OVERHEAD POWERLINE
— X —	BARBED WIRE FENCE
— C —	CHAIN LINK FENCE
— S —	STOCKADE FENCE

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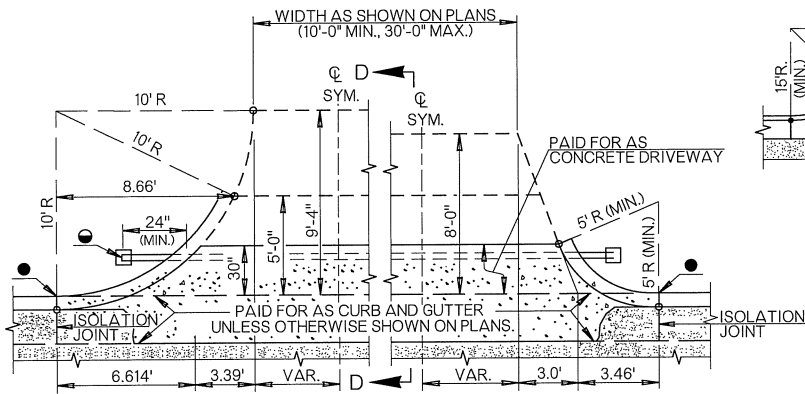
CITY OF CHICKASHA
FIRST STREET
SIDEWALK
DESIGN SURVEY

Ordered By: CTC
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Scale: 1" = 50FT
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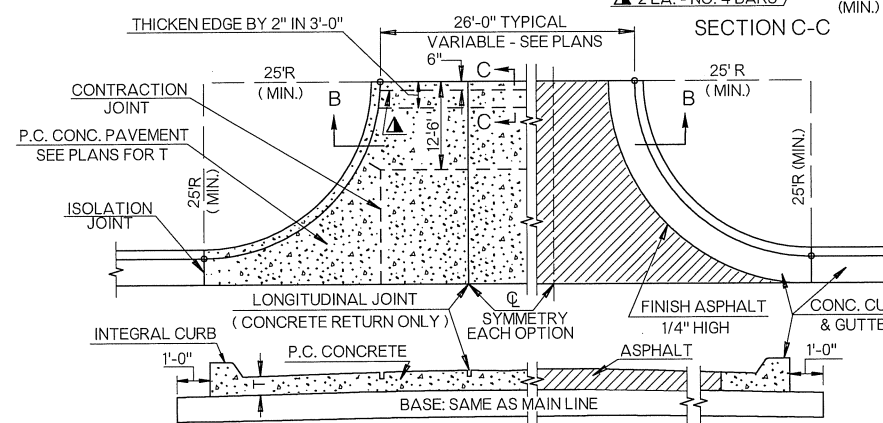


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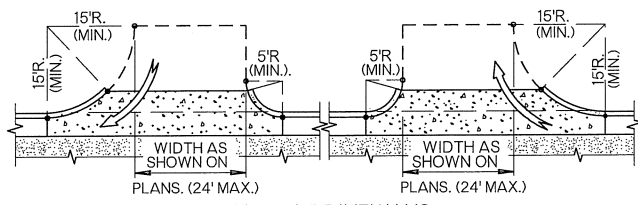
OKLAHOMA DEPARTMENT OF TRANSPORTATION		
STANDARD REVISIONS		
DESCRIPTION	DATE	



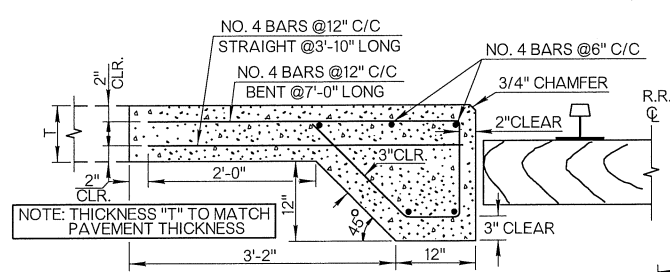
- IF SPECIFIED IN THE PLANS, CONSTRUCT CONDUIT CROSSING OF THE SPECIFIC SIZE AND TYPE AT APPROXIMATELY 30" BELOW FINISHED GRADE OF THE RAMP. SEE GENERAL NOTES FOR DETAILS.
- BEGIN ROLL CURB. TERMINATE CURB & GUTTER.



TYPE 2 DRIVEWAY
(TWO-WAY OPERATION)

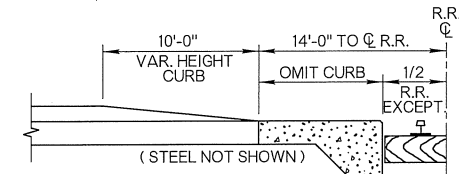


TYPE 2A DRIVEWAYS
(ONE-WAY OPERATIONS)

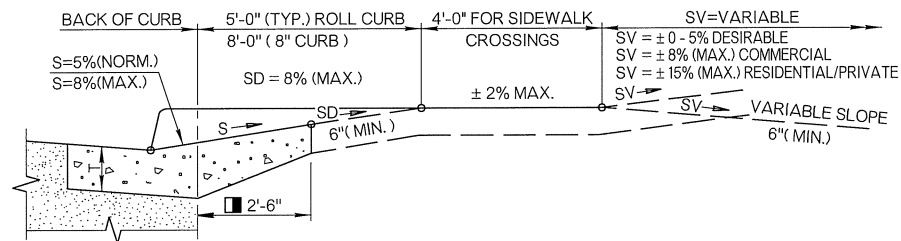


P. C. RAILROAD APPROACH SLAB WITH
THICKENED EDGE AT RAILROAD CROSSING

THICKENED EDGE OF CONCRETE RAILROAD APPROACH SLAB SHALL EXTEND FROM OUTSIDE TO OUTSIDE OF SHOULDERS. COST OF CLASS A CONCRETE & REINFORCING STEEL TO BE INCLUDED IN THE PRICE BID FOR RAILROAD APPROACH SLAB.



DETAIL OF CURBS ADJACENT
TO RAILROAD CROSSINGS



SECTION D-D ALONG $\bar{C}$ DRIVE

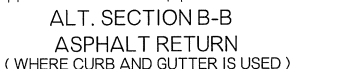
WHEN SIDEWALK IS BUILT DIRECTLY BEHIND CURB, THE CONCRETE DRIVEWAY SHOULD BE CONSTRUCTED & EXTENDED TO THE BACK EDGE OF SIDEWALK.

GENERAL NOTES

- ALL CONSTRUCTION AND MATERIAL REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE 2009 ODOT STANDARD SPECIFICATIONS.
- COST OF JOINT FILLERS, SEALING AND REINFORCING STEEL SHALL BE INCLUDED IN PRICE BID FOR OTHER ITEMS OF WORK.
- TRANSVERSE ISOLATION JOINTS FOR CONCRETE DIVIDING STRIP AND CONCRETE MOUNTABLE CURB TYPE (TO BE 1/2" ISOLATION JOINT FILLER AT 50' C/C, 1/4" ISOLATION JOINT FILLER AT 1/3 POINTS BETWEEN 1/2" ISOLATION JOINTS. FILLER MATERIAL TO BE PREMOULDED AND JOINTS TO BE SEALED AS SHOWN ON ROADWAY STANDARD LECS-4.
- COMBINED CURB & GUTTER SHALL HAVE 3/4" ISOLATION JOINTS AT DRAINAGE STRUCTURES, STREET CURB RETURNS AND AT THOSE LOCATIONS SHOWN ON THE PLANS. BUTT OR SAWED JOINTS SHALL BE SPACED AT 20'-0" CENTERS MAX. JOINT FILLER IN THE CURBS SHALL EXTEND TO WITHIN 2" OF THE FACE & TOP OF CURB. ALL JOINTS SHALL BE SEALED AS SHOWN ON ROADWAY STANDARD LECS-4.
- ALL CONDUIT CROSSINGS ARE TO BE TRENCHED, PLACED, BACKFILLED AND COMPACTED PRIOR TO SURFACING. BORING OR PUSHING PROCEDURES MAY BE USED WHERE SURFACING IS ALREADY IN PLACE AND IF APPROVED BY THE ENGINEER.
- IF CONDUIT IS NOT CONTINUOUS BETWEEN DRIVEWAYS OR RAMPS, CAP BOTH ENDS OF EACH CONDUIT CROSSING AND PLACE MARKER TO PREVENT DAMAGE DURING CONSTRUCTION.
- CONDUIT SHALL NOT TERMINATE BELOW A SURFACED AREA, BUT SHALL EXTEND A MINIMUM OF 2'-0" PAST EDGE OF PAVING.
- FOR PULL BOX INSTALLATION DETAILS, SEE TRAFFIC STANDARD PBD1-1 (PULL BOX DETAILS).

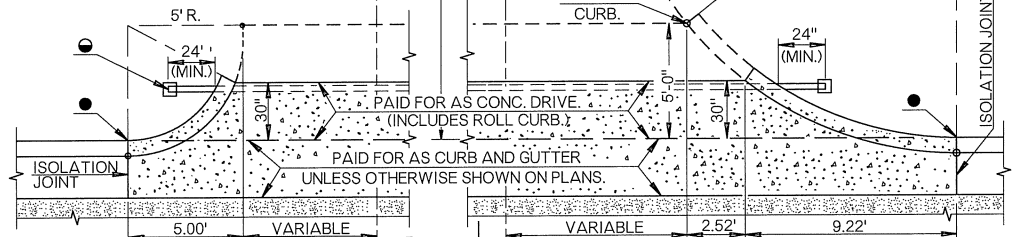


ALT. SECTION B-B
CONCRETE RETURN

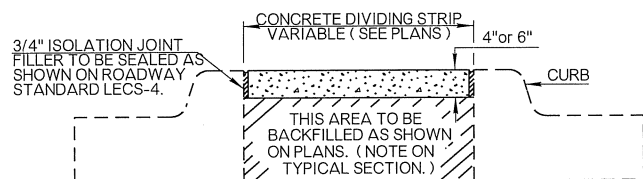


ALT. SECTION B-B
ASPHALT RETURN
(WHERE CURB AND GUTTER IS USED)

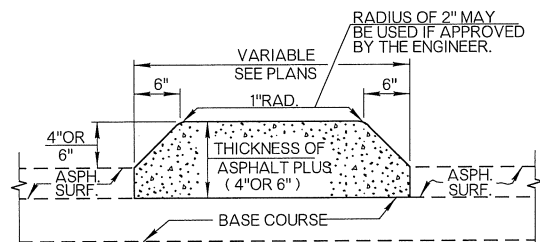
- IF SPECIFIED IN THE PLANS, CONSTRUCT CONDUIT CROSSING OF THE SPECIFIC SIZE AND TYPE AT APPROXIMATELY 30" BELOW FINISHED GRADE OF THE RAMP. SEE GENERAL NOTES FOR DETAILS.
- BEGIN ROLL CURB. TERMINATE CURB & GUTTER.



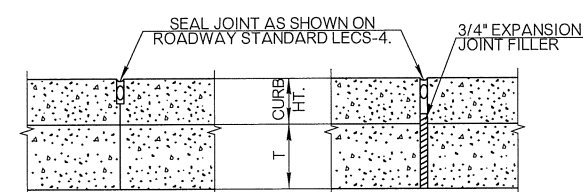
TYPE 2 & 2A COMMERCIAL DRIVEWAYS



CONCRETE DIVIDING STRIP



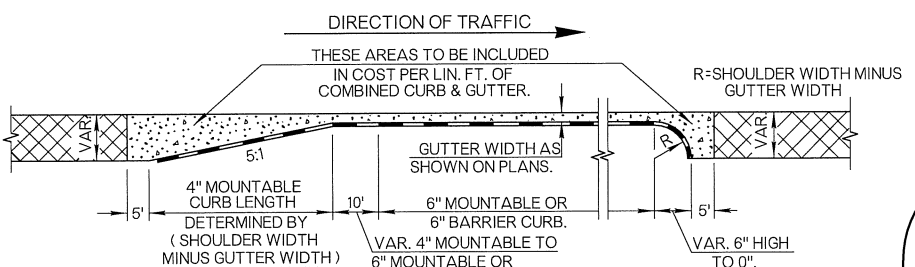
CONCRETE MEDIAN
MOUNTABLE CURB TYPE
(TO BE PAID FOR AS CLASS A CONCRETE.)



SECTION A-A
BUTT JOINTS

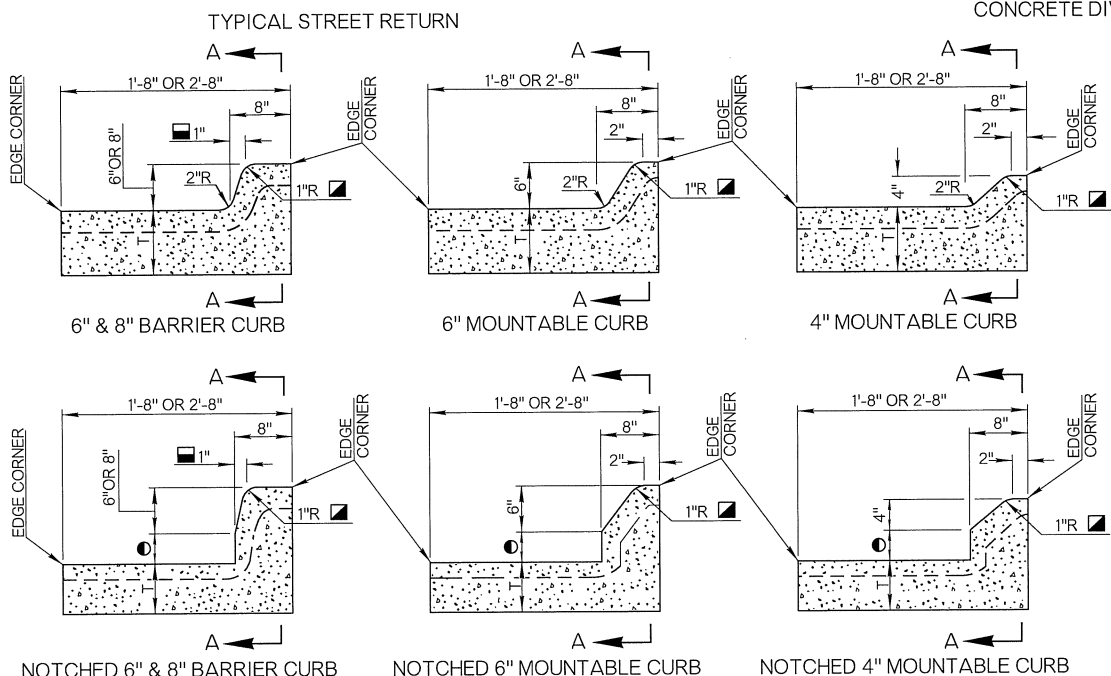
SECTION A-A
ISOLATION JOINTS

CURB & GUTTER JOINTS
BUTT & ISOLATION JOINTS TO EXTEND THROUGH
CURB & GUTTER TO BACK OF CURB



BEGINNING CURB & GUTTER

ENDING CURB & GUTTER



COMBINED CURB & GUTTER TYPICAL SECTIONS

- NOTE: T DIMENSION EQUALS THE THICKNESS SHOWN ON TYPICAL SECTION. (MIN.=6")
- DIMENSION EQUALS THE THICKNESS ASPHALT CONC. SHOWN ON TYPICAL SECTION. (MIN.=2"; MAX.=4")
 - RADIUS OF 2" MAY BE USED IF APPROVED BY THE ENGINEER.
 - BATTER OF 2" MAY BE USED IF APPROVED BY THE ENGINEER.

BASIS OF PAYMENT		
ITEM NO.	ITEM	UNIT
414 (H)	P. C. RAILROAD APPROACH SLABS	SY
509 (B)	CLASS A CONCRETE	CY
609 (B)	COMBINED CURB & GUTTER (▲)	LF
610 (B)	CONCRETE DRIVEWAY	SY
610 (C)	CONCRETE DIVIDING STRIP	SY
610 (H)	ASPHALT DIVIDING STRIP	SY

- WIDTH OF CURB & GUTTER WILL BE SPECIFIED.
- HEIGHT & TYPE OF CURB SHALL BE SPECIFIED.
- THICKNESS WILL BE SPECIFIED.

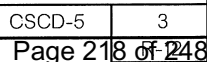


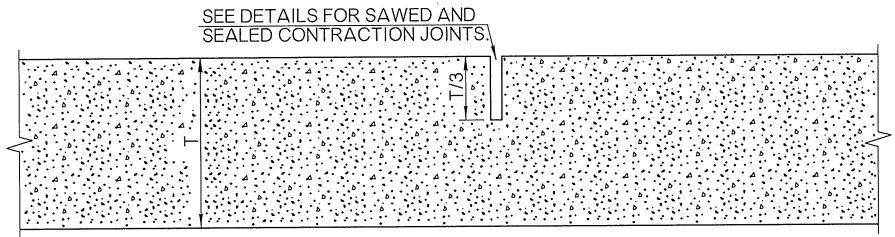
APPROVED BY
ROADWAY ENGINEER *Calderon* DATE *04/14/15*
ROADWAY DESIGN DIVISION STANDARD

ASPHALT SURFACING CONSTRUCTION DETAILS

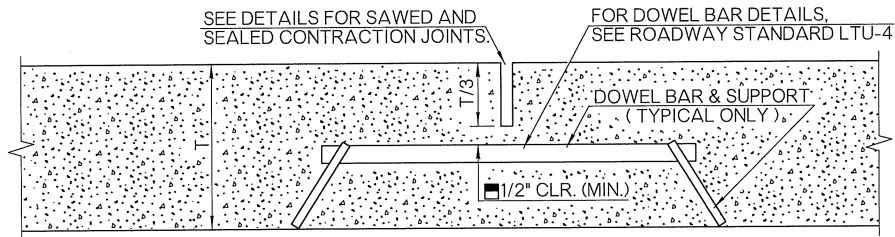
OKLAHOMA DEPARTMENT OF TRANSPORTATION
2009 SPECIFICATIONS

ASCD-5 2

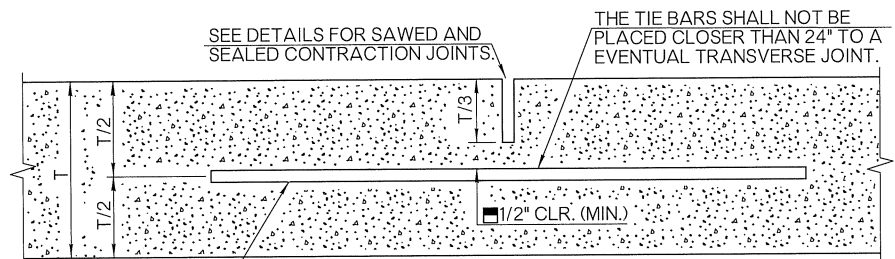




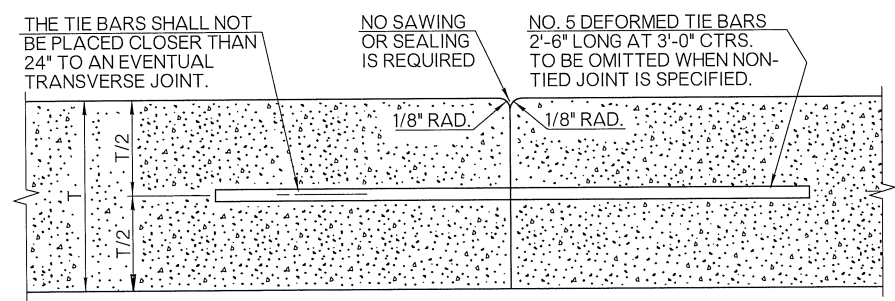
NON-DOWELED CONTRACTION JOINT



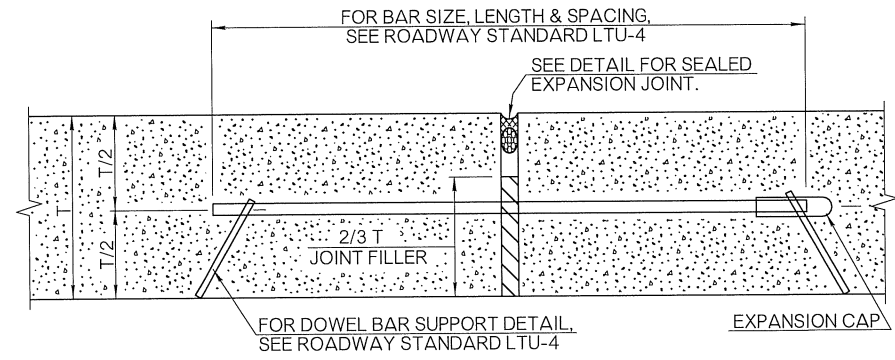
DOWELED CONTRACTION JOINT



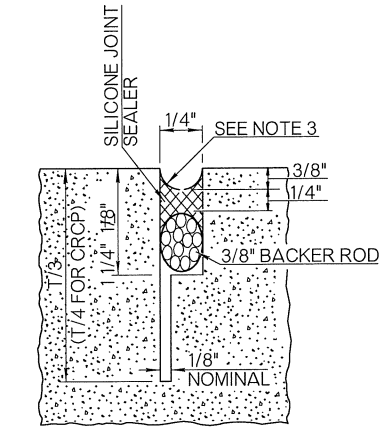
LONGITUDINAL JOINT



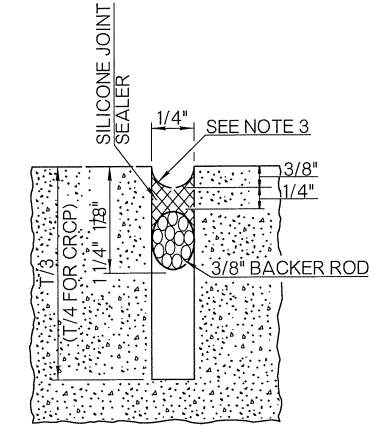
TIED BUTT JOINT AND LONGITUDINAL CONSTRUCTION JOINT



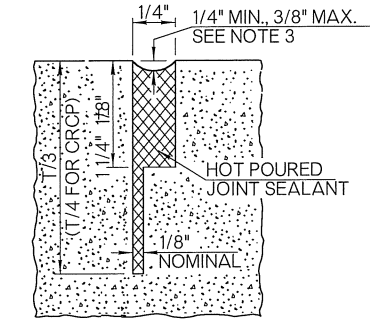
EXPANSION JOINT / ISOLATION JOINT
OMIT DOWEL BARS, CAPS & SUPPORTS FOR ISOLATION JOINTS



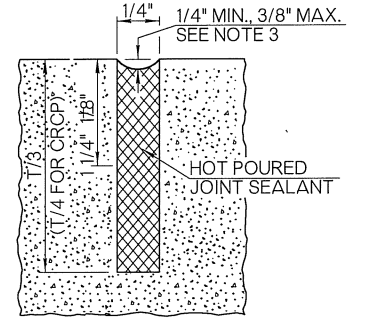
SILICONE SEALANT OPTION



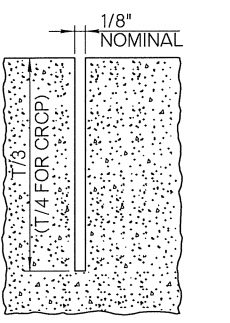
SILICONE SEALANT OPTION



HOT POUR OPTION

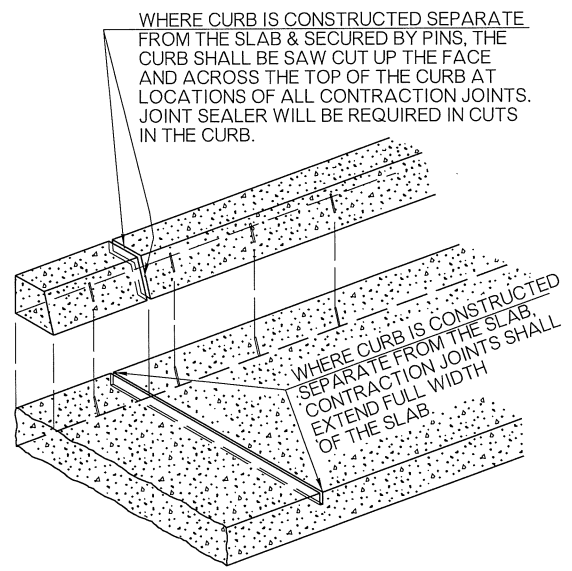


HOT POUR OPTION

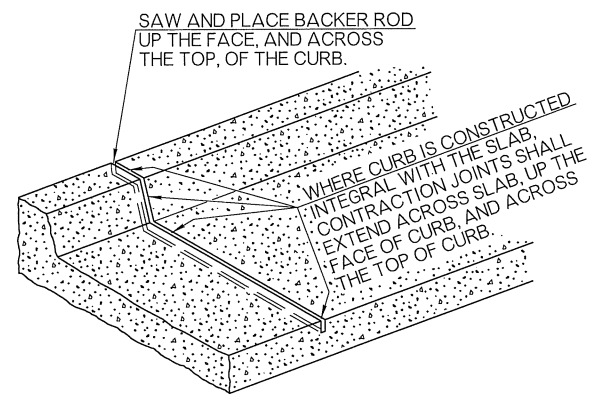


NO SEALANT OPTION

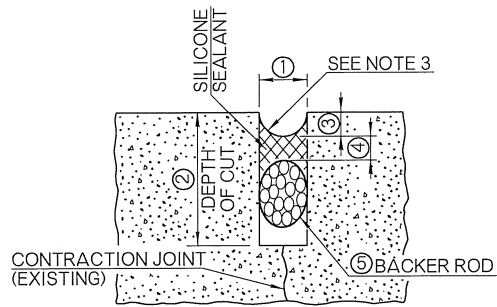
SAWED AND SEALED, CONTRACTION AND LONGITUDINAL JOINTS ALTERNATE DETAILS
UNLESS OTHERWISE SPECIFIED IN THE PLANS, ONLY THE SILICONE SEALANT OPTIONS WILL BE ALLOWED.



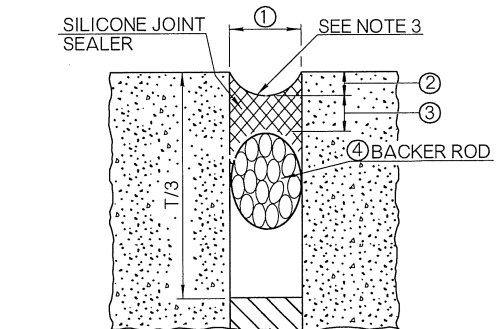
CONTRACTION JOINT WITH SEPARATE CURB



CONTRACTION JOINT WITH INTEGRAL CURB



JOINT REHABILITATION DETAILS



EXPANSION JOINTS / ISOLATION JOINTS
HOT POURED JOINT SEALANT MAY BE USED IN LIEU OF BACKER ROD AND SILICONE SEALANT, IF APPROVED BY THE ENGINEER

EXPANSION JOINT / ISOLATION JOINT TREATMENT TABLE			
JOINT WIDTH ①	SEALANT RECESS DEPTH ②	SILICONE SEALANT THICKNESS ③	BACKER ROD DIAMETER ④
1/2"	3/8"	1/4"	5/8"
3/4"	3/8"	3/8"	7/8"
1"	3/8"	1/2"	1 1/4"
1 1/2"	1/2"	3/4"	2"
2"	1/2"	3/4"	2 1/2"

EXPANSION OR ISOLATION JOINT WIDTH SHALL BE 1/2", UNLESS OTHERWISE SPECIFIED ON THE PLANS. TABLE VALUES, AS SHOWN THIS TABLE, SHALL BE USED IN THOSE SPECIFIED CASES.

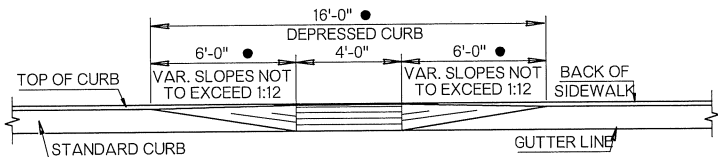
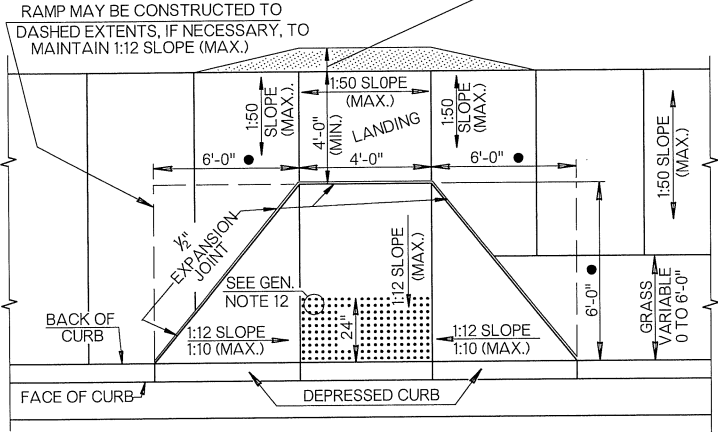
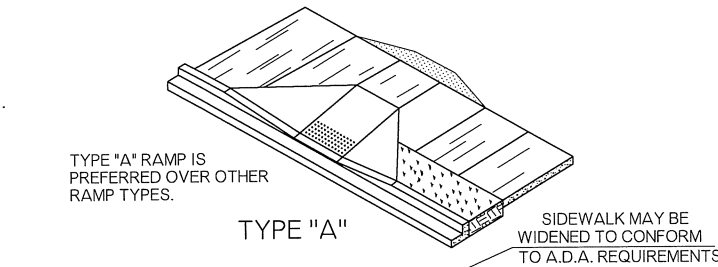
JOINT REHABILITATION TREATMENT TABLE

SILICONE SEALANT				
JOINT WIDTH ①	DEPTH OF CUT ②	SEALANT RECESS DEPTH ③	SEALANT THICKNESS ④	BACKER ROD DIAMETER ⑤
3/8"	1 1/4"	3/8"	3/16"	1/2"
1/2"	1 3/4"	3/8"	1/4"	5/8"
3/4"	1 3/4"	3/8"	3/8"	7/8"
7/8"	1 3/4"	1/2"	7/16"	1"
1"	2"	1/2"	1/2"	1 1/8"
OVER 1"	OVER 2"	1/2"	1/2"	1 1/4"

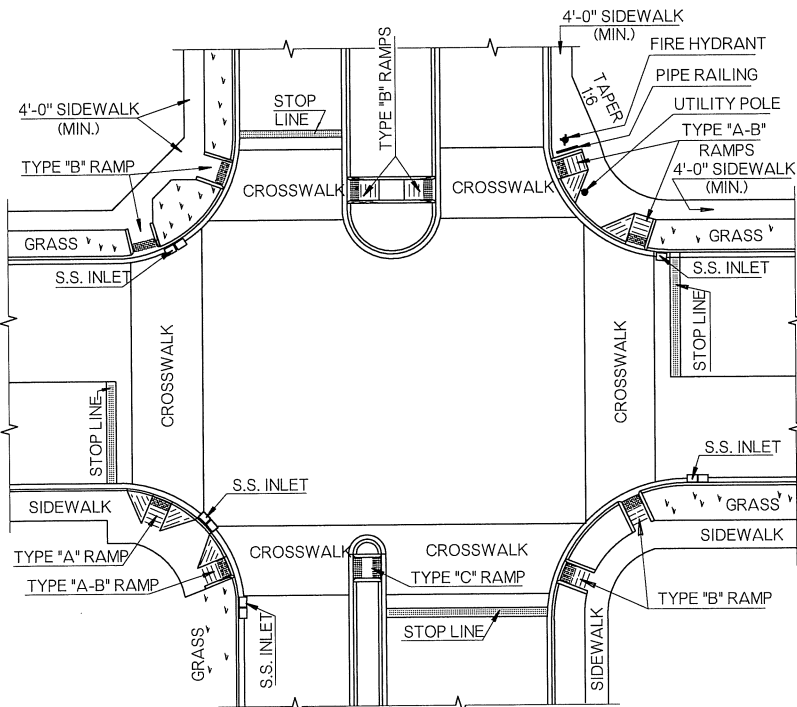
GENERAL NOTES

- ALL CONSTRUCTION AND MATERIALS REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE 2009 ODOT STANDARD SPECIFICATIONS.
- ALL CONCRETE JOINT SEALING SHALL BE IN ACCORDANCE WITH SECTION 415 OF THE SPECIFICATIONS.
- THE SHAPE FACTOR, COMBINED WITH THE JOINT CLEANLINESS, IS THE CRITICAL COMBINATION NECESSARY TO GUARANTEE DESIRED BONDING AND FUNCTION OF SEALED JOINTS. THE JOINT SHAPE FACTOR IS DEFINED AS THE FINAL PRESSED SHAPE OF THE SILICONE MATERIAL. THE TOOLING OPERATION WILL FIRMLY PRESS THE FRESHLY APPLIED MATERIAL INTIMATELY AGAINST THE CUT SIDES OF THE RECESS AND THE BACKER ROD SURFACES. THE ROUNDED SHAPE ON TOP AND BOTTOM OF THE SILICONE ALLOWS THE SEALANT TO PROPERLY FLEX BUT MAINTAIN ADHERENCE TO THE PAVING. SELF LEVELING SEALANTS WILL BE INSTALLED TO BE FLUSH WITH THE PAVEMENT SURFACE.
- ON JOINTED PORTLAND CEMENT CONCRETE PAVEMENTS, DOWELLED CONTRACTION JOINTS SHALL BE USED ON DRIVING LANES ONLY. CONCRETE SHOULDERS SHALL NOT BE DOWELLED UNLESS SPECIFIED ON THE PLANS.
- LONGITUDINAL JOINTS BETWEEN PAVEMENT AND TIED CONCRETE SHOULDERS SHALL NOT BE SAWED OR SEALED UNLESS OTHERWISE SHOWN ON THE PLANS.
- ON ALL SAWED JOINTS, THE KERF DEPTH SHALL CLEAR DOWEL BARS, TIE BARS AND/OR REINFORCING STEEL BY A MINIMUM OF 1/2".
- CONTRACTION JOINTS IN JOINTED P. C. PAVEMENT SHALL BE AT APPROXIMATELY 15'-0" CENTERS, UNLESS OTHERWISE SPECIFIED ON THE PLANS.
- TRANSVERSE GROOVING SHALL BE CONSTRUCTED TO THE FOLLOWING DIMENSIONS: 1/8" TO 3/16" WIDE, 1/8" TO 3/16" DEEP, AND EQUALLY SPACED AT 1/2" TO 1" APART. GROOVES SHALL BE NEAT IN APPEARANCE, OF UNIFORM DEPTH, AND LOCATED 1" TO 3" FROM NEAREST CONTRACTION JOINTS.

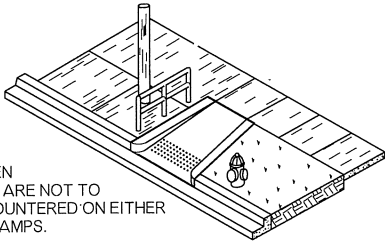
OKLAHOMA DEPARTMENT OF TRANSPORTATION		
STANDARD REVISIONS		
DESCRIPTION	DATE	



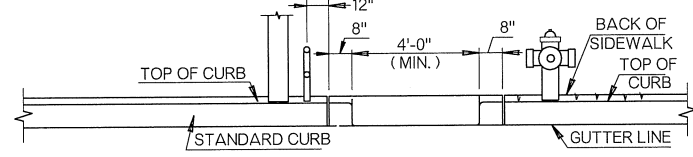
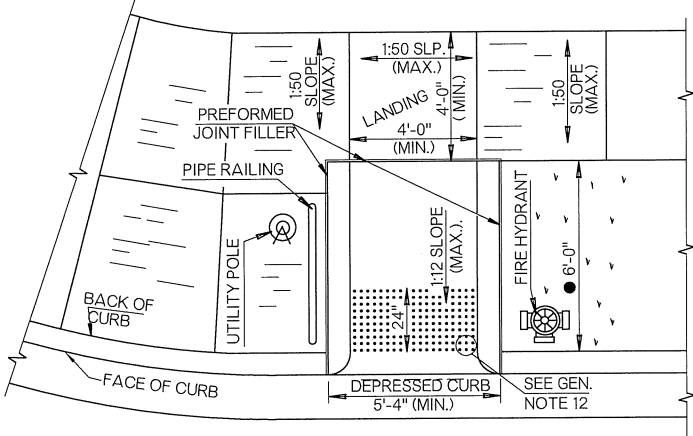
ELEVATION



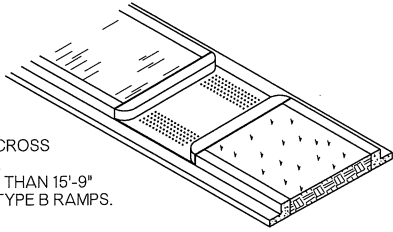
THE ABOVE EXAMPLES ARE TYPICAL ONLY AND ARE SHOWN TO ILLUSTRATE POSSIBLE RAMP TYPES, POSSIBLE RAMP LOCATIONS, POSSIBLE INLET LOCATIONS, AND HOW THE RAMP WILL BE DESIGNATED ON THE PLANS. CARE SHOULD BE EXERCISED TO ASSURE THAT MEDIAN RAMP AND CURB RAMP LINE UP, AND THAT RAMPS THROUGHOUT A PROJECT ARE LOCATED WITH SOME DEGREE OF UNIFORMITY.



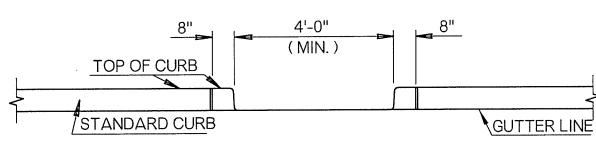
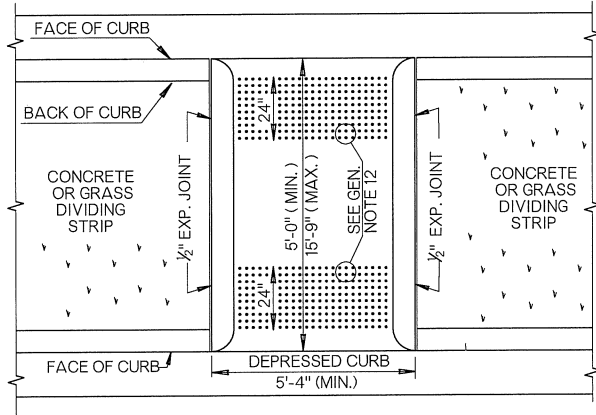
TYPE "B"



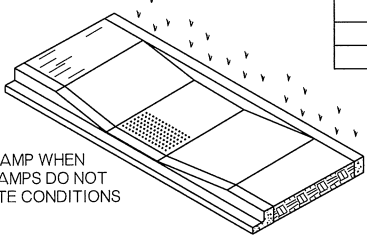
ELEVATION



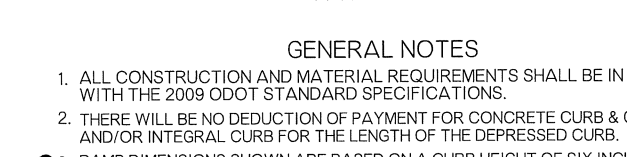
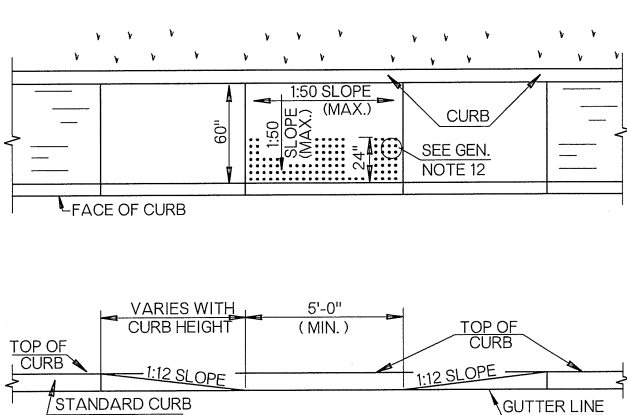
TYPE "C"



ELEVATION



TYPE "D"



ELEVATION

GENERAL NOTES

- ALL CONSTRUCTION AND MATERIAL REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE 2009 ODOT STANDARD SPECIFICATIONS.
- THERE WILL BE NO DEDUCTION OF PAYMENT FOR CONCRETE CURB & GUTTER AND/OR INTEGRAL CURB FOR THE LENGTH OF THE DEPRESSED CURB.
- RAMP DIMENSIONS SHOWN ARE BASED ON A CURB HEIGHT OF SIX INCHES. THE DIMENSIONS SHOULD BE ADJUSTED FOR OTHER CURB HEIGHTS. THE MAXIMUM PERMISSIBLE SLOPES OF THE WHEELCHAIR RAMPS IS 8.33% (1:12). RAMP SLOPE MAY BE 1:10 (MAX.) ALONG FACE OF TAPERED CURB.
- DRAINAGE STRUCTURES SHALL NOT BE PLACED IN LINE WITH THE RAMPS.
- THE NORMAL GUTTER LINE PROFILE SHALL BE MAINTAINED THROUGH THE AREA OF THE RAMP WITH A 1:50 SLOPE (MAX.), SEE NOTE NO. 10.
- WHEELCHAIR RAMPS SHOULD BE LOCATED SO THAT THE RAMP WILL BE ON THE TRAFFIC APPROACH SIDE OF ANY OBSTACLE.
- WHEELCHAIR RAMPS SHOULD BE BUILT AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER. THE TYPE OF RAMP WILL BE DESIGNATED ON THE PLANS. IF A RAMP IS TO BE CONSTRUCTED AS A COMBINATION OF TWO TYPES, (ONE SIDE TYPE A AND ONE SIDE TYPE B) THE RAMP SHALL BE DESIGNATED AS TYPE A-B.
- PIPE RAILING CONSTRUCTION DETAILS, WHEN REQUIRED AT TYPE B WHEEL CHAIR RAMPS, WILL BE SHOWN ON THE PLANS.
- EXCAVATION, BACKFILL, EXPANSION JOINT MATERIAL, SEALERS, AND OTHER RELATED MISCELLANEOUS ITEMS WILL NOT BE PAID FOR SEPARATELY BUT THE COST THEREOF SHALL BE INCLUDED IN THE COST OF THE SIDEWALK.
- ALL FEATURES OF CONSTRUCTION INCLUDING, BUT NOT LIMITED TO, SIDEWALKS, CURB RAMPS AND CROSSWALK MARKINGS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT, ACCESSIBILITY GUIDELINES (ADAAG), WHERE SPATIAL LIMITATIONS OR EXISTING FEATURES WITHIN THE LIMITS OF THE PROJECT PREVENT FULL COMPLIANCE WITH THE ADAAG, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER UPON DISCOVERY OF SUCH FEATURE(S). THE CONTRACTOR SHALL NOT PROCEED WITH ANY ASPECT OF THE WORK WHICH IS NOT IN FULL COMPLIANCE WITH THE ADAAG WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER. ANY WORK WHICH IS NOT PERFORMED WITHIN THE GUIDELINES OF THE ADAAG, FOR WHICH THE CONTRACTOR DOES NOT HAVE WRITTEN APPROVAL, SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
- ALL WHEELCHAIR RAMP CURBS SHALL BE INCLUDED IN COST OF SIDEWALK.
- FOR DETAILS OF TACTILE WARNING DEVICES, SEE STANDARD TWD-1.

BASIS OF PAYMENT

ITEM NO.	ITEM	UNIT
610 (A)	CONCRETE SIDEWALK	SY
622 (A)	PIPE RAILING	LF

■ SIDEWALK THICKNESS SHALL BE SPECIFIED IN INCHES.

APPROVED BY
ROADWAY ENGINEER:

DATE: 04/14/15

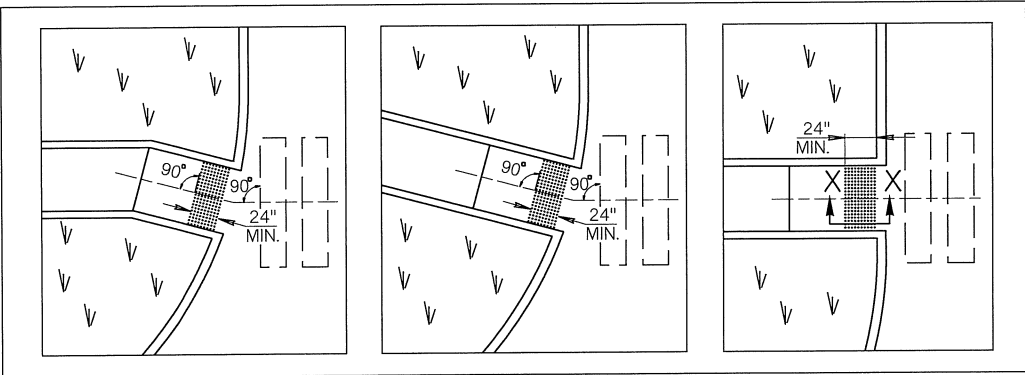
ROADWAY DESIGN DIVISION STANDARD

WHEELCHAIR RAMPS

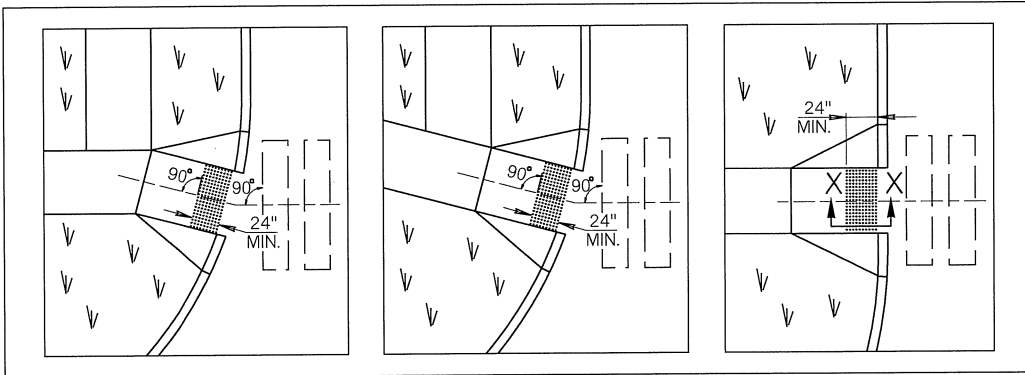
OKLAHOMA DEPARTMENT OF TRANSPORTATION
2009 SPECIFICATIONS

WCR-3 1

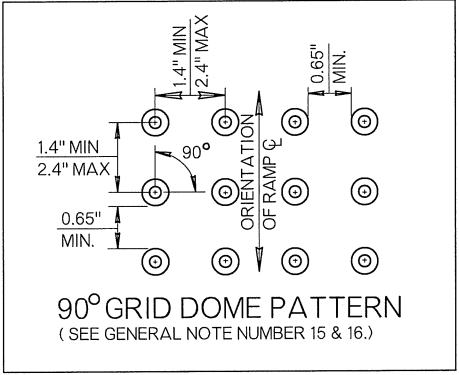
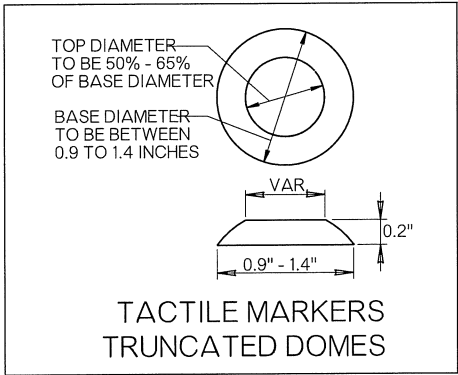
OKLAHOMA DEPARTMENT OF TRANSPORTATION		
STANDARD REVISIONS		
DESCRIPTION		DATE



TACTILE SYSTEM ORIENTATION - TYPICAL CURBED RAMPS

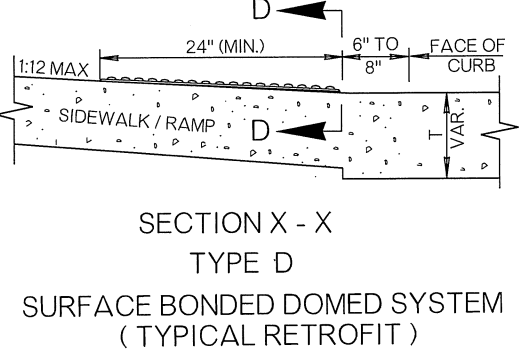
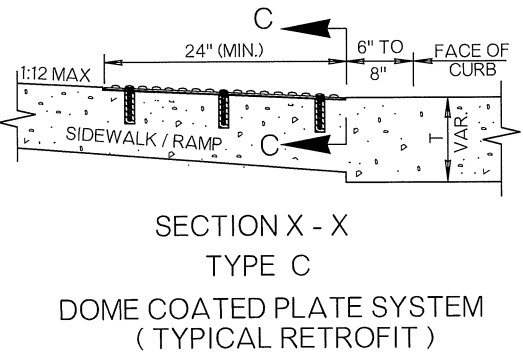
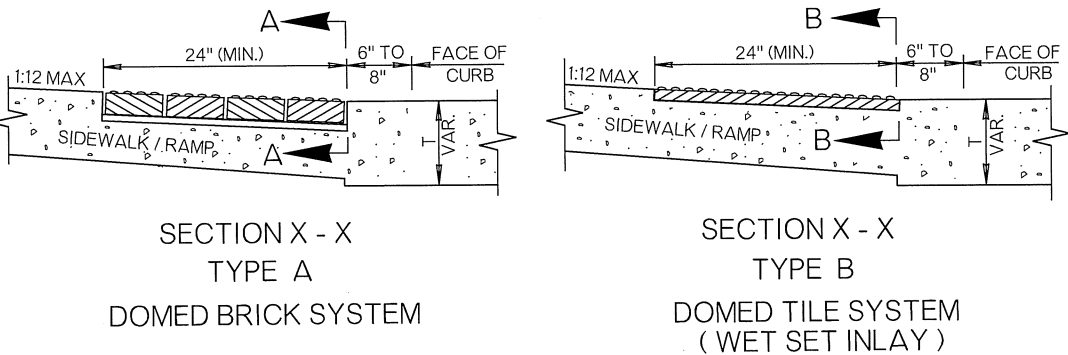
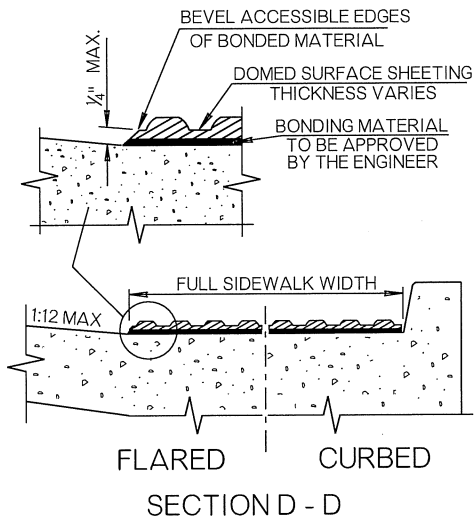
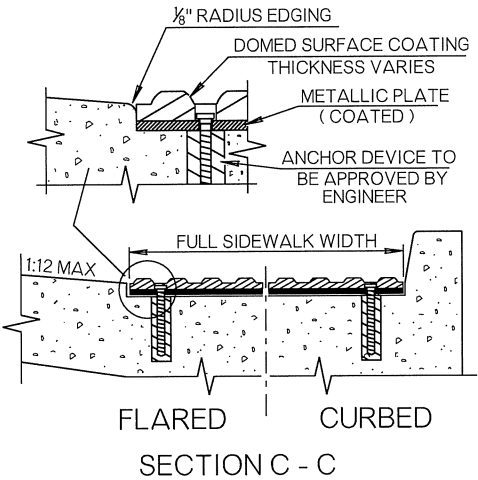
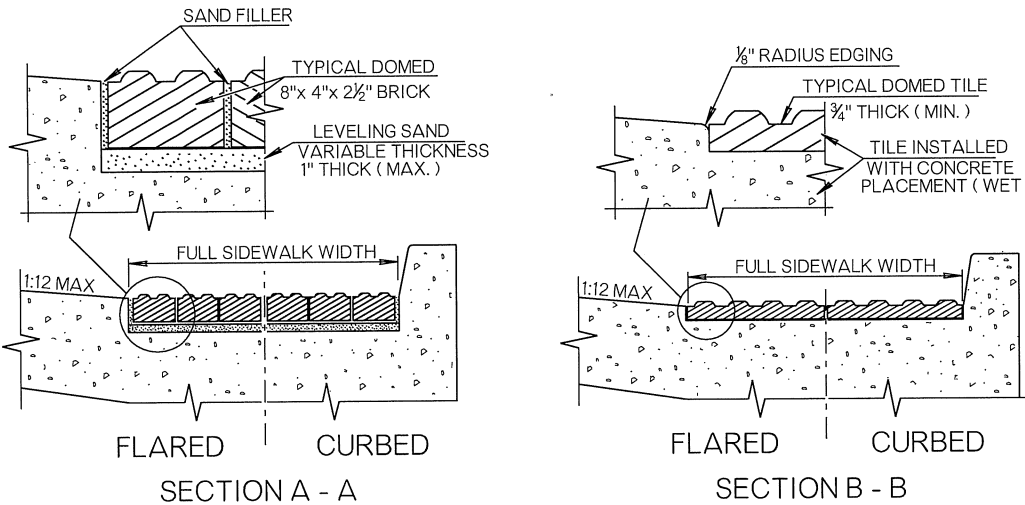


TACTILE SYSTEM ORIENTATION - TYPICAL FLARED RAMPS



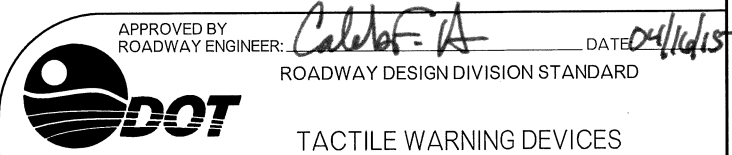
GENERAL NOTES

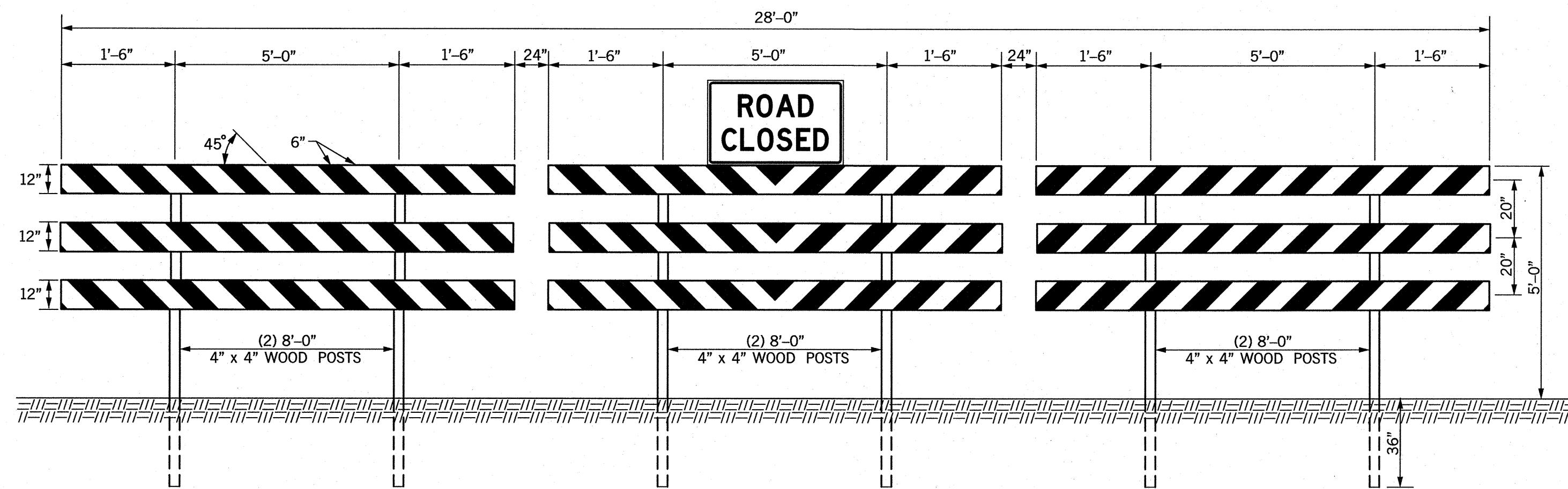
- ALL CONSTRUCTION AND MATERIAL REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE 2009 ODOT STANDARD SPECIFICATIONS.
- ALL FEATURES OF TACTILE WARNING DEVICE DESIGN AND FINAL INSTALLATION SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT, ACCESSIBILITY GUIDELINES (ADAAG). WHERE SPATIAL LIMITATIONS OR EXISTING FEATURES WITHIN THE LIMITS OF THE PROJECT PREVENT FULL COMPLIANCE WITH THE ADAAG, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER UPON DISCOVERY OF SUCH FEATURE(S). THE CONTRACTOR SHALL NOT PROCEED WITH ANY ASPECT OF THE WORK WHICH IS NOT IN FULL COMPLIANCE WITH THE ADAAG WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER. ANY WORK WHICH IS NOT PERFORMED WITHIN THE GUIDELINES OF THE ADAAG, FOR WHICH THE CONTRACTOR DOES NOT HAVE WRITTEN APPROVAL, SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
- TACTILE WARNING SURFACE SHALL EXTEND FROM EDGE TO EDGE OF WALKWAY ENTERING THE CROSSWALK, AT STREET LEVEL.
- CURB IS NOT SHOWN IN THE SECTION X-X DETAIL ON THIS SHEET.
- THICKNESS 'T' OF PAVEMENT ABUTTING SIDEWALK/RAMP VARIES.
- SIDEWALK, RAMP AND FLARE THICKNESS SHALL BE 4" MINIMUM THICKNESS AFTER INSTALLATION OF TACTILE WARNING TREATMENT.
- TRUNCATED DOME SURFACE SHALL CONTRAST VISUALLY WITH THE ADJOINING WALKING SURFACES EITHER LIGHT-ON-DARK, OR DARK-ON-LIGHT. THE MATERIAL USED TO PROVIDE CONTRAST SHALL BE AN INTEGRAL PART OF THE TRUNCATED SURFACE.
- LEVELING SAND FOR DOMED BRICK SYSTEMS SHALL MEET THE REQUIREMENTS OF SECTION 703.06B(2) OF THE SPECIFICATIONS.
- SURFACE BONDED TACTILE SYSTEMS MAY ONLY BE PLACED ON NEWLY POURED CONCRETE AFTER AN APPROPRIATE PERIOD OF CURING, IN ACCORDANCE WITH MANUFACTURE'S SPECIFICATIONS AND AS DIRECTED BY THE ENGINEER.
- ROWS OF TACTILE DOME TREATMENT SHOULD BE ORIENTED PARALLEL WITH CENTERLINE OF SIDEWALK/RAMP OR TOWARD THE CENTERLINE OF MARKED CROSSWALK.
- EXPANSION JOINTS DEEMED NECESSARY, BUT NOT SHOWN ON THE PLANS, MAY BE ADDED AND PLACED DURING CONSTRUCTION, AS DIRECTED BY THE ENGINEER.
- TACTILE SYSTEMS, DOME PATTERNS OR FEATURES DIFFERING FROM THOSE SHOWN ON THIS DETAIL, BUT MEETING CURRENT ADAAG SPECIFICATIONS, SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER BEFORE INSTALLATION.
- THE SAME TACTILE DOME PATTERN AND COLOR SHALL BE USED THROUGHOUT ANY NEW OR RETROFIT PROJECT. DOME PATTERN & LOCATION OF EXISTING RAMPS TO BE RETROFIT WITH TACTILE DEVICES SHALL BE DESIGNATED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
- RETROFIT INSTALLATIONS WILL NOT REQUIRE REPLACING EXISTING DEPRESSED CURBING. A NOMINAL 6 TO 8 INCH SETBACK FROM FACE OF CURB SHALL BE ENFORCED FOR NEAR EDGE OF TACTILE DOMES.
- TYPES A & B TACTILE SYSTEMS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 10,000 PSI. TYPES C & D SYSTEMS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2000 PSI. COMPRESSIVE TESTS MEET ASTM D695.
- WET OR DRY STATIC COEFFICIENT OF FRICTION SHALL BE 0.7 FOR TACTILE SURFACES AND MEET ASTM C1028.
- TACTILE WARNING SURFACES MAY NOT BE STAMPED IN WET CONCRETE.



BASIS OF PAYMENT		
ITEM NO.	ITEM	UNIT
610 (1)	TACTILE WARNING DEVICE - NEW	SF
610 (1)	TACTILE WARNING DEVICE - RETROFIT	SF

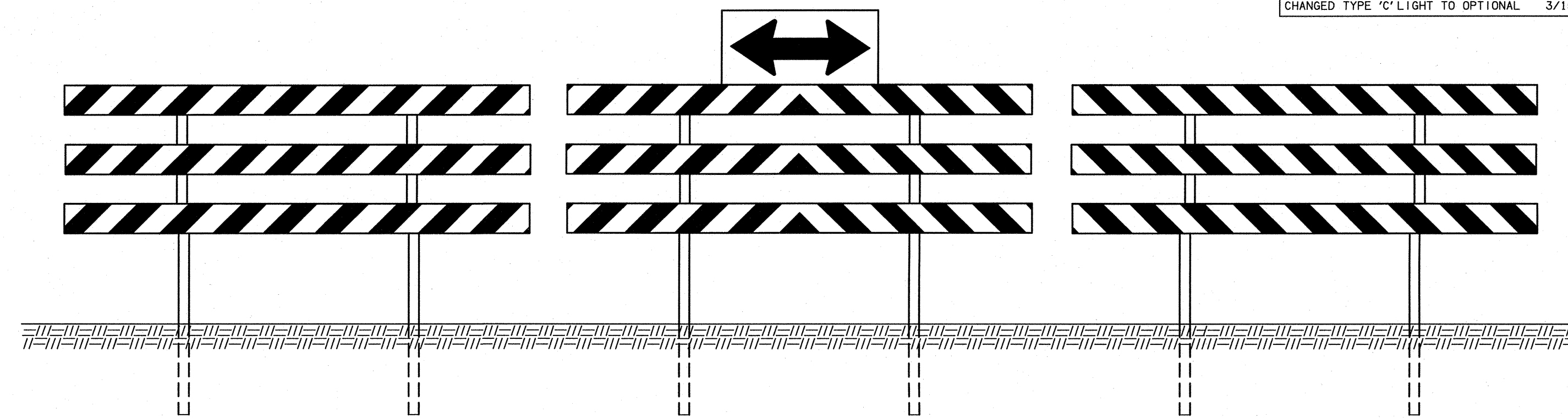
NOTE: TYPE A OR B TACTILE WARNING DEVICE SHALL BE SPECIFIED ON THE PLANS FOR NEW CONSTRUCTION & TYPE C OR D SHALL BE SPECIFIED ON THE PLANS FOR RETROFIT CONSTRUCTION.





WHEN ROAD ENDS

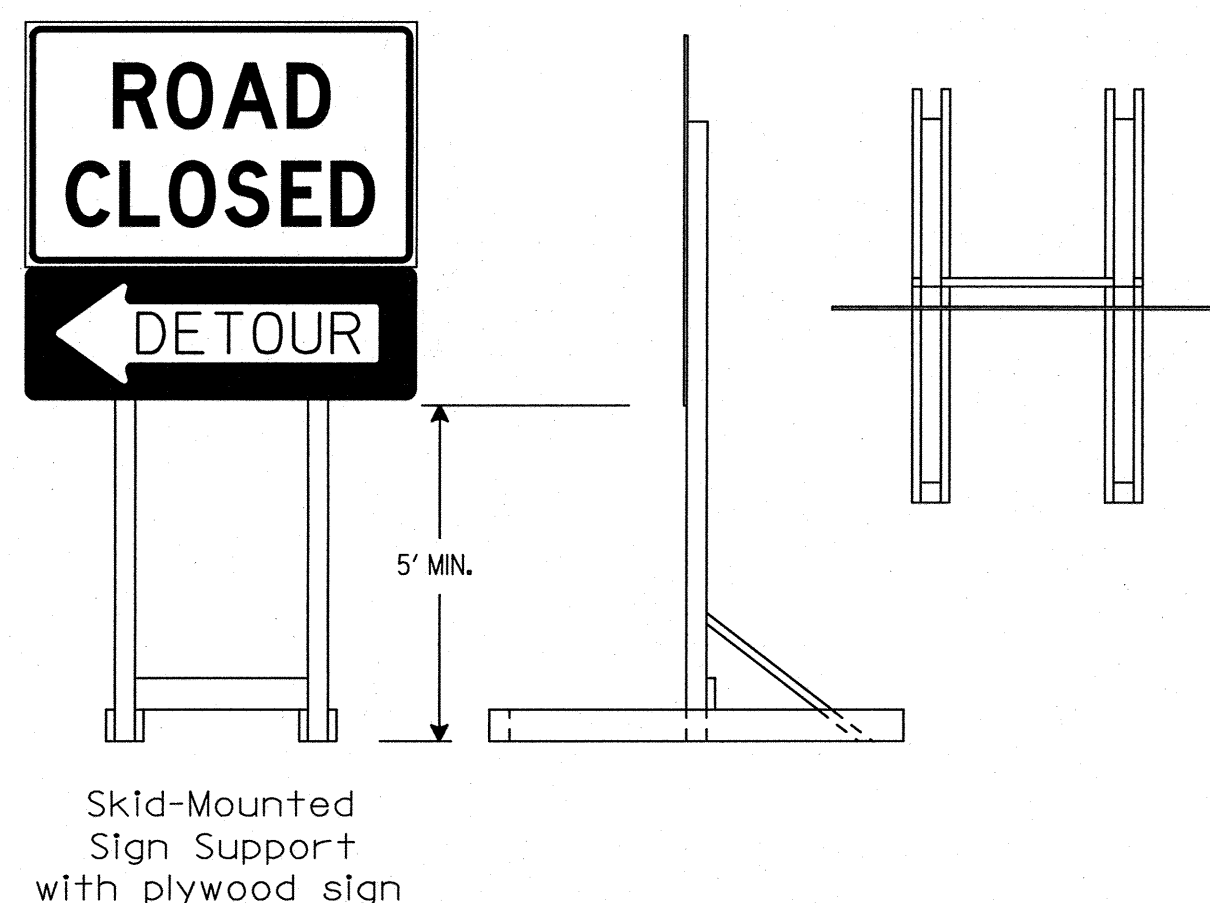
PERMANENT TYPE III(A/B) BARRICADE
(DIMENSIONS ARE TYPICAL FOR BOTH BARRICADES)



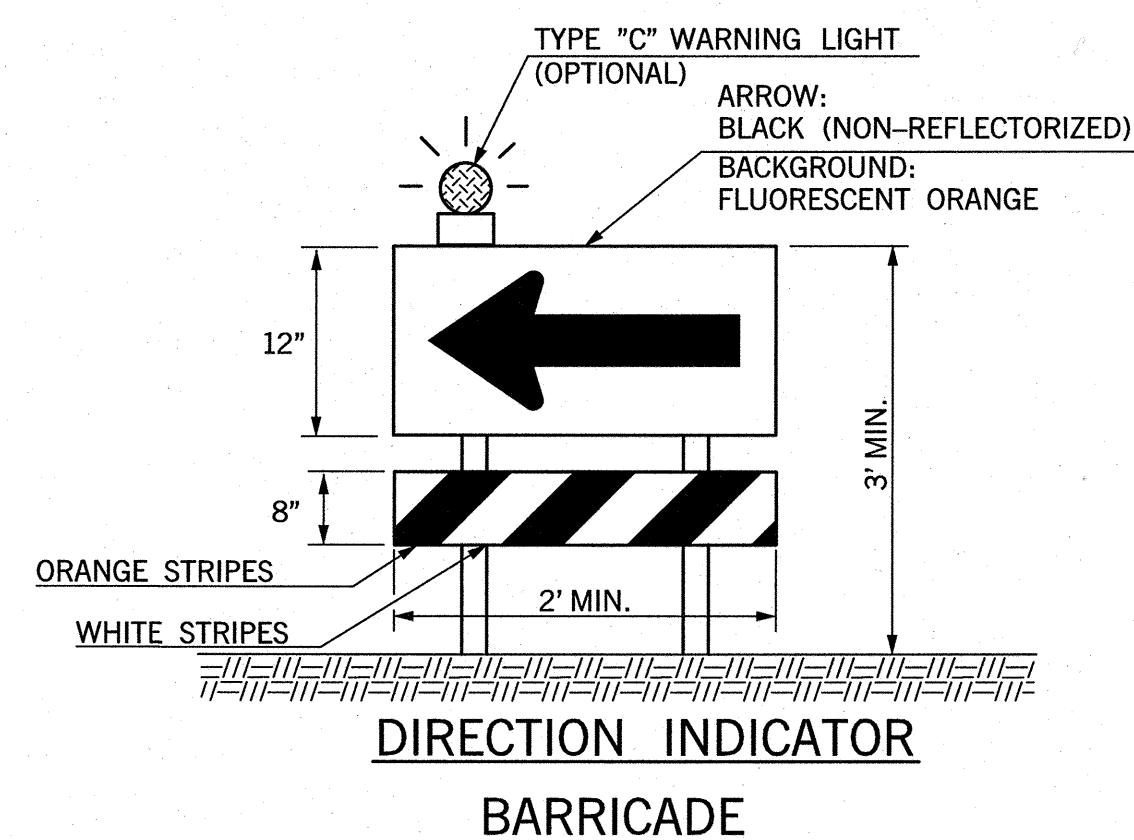
FOR T-INTERSECTIONS

NOTES: A PERMANENT BARRICADE TYPE III(A) SHALL CONSIST OF NINE (9) PANELS AND SIX (6) POSTS.
TYPICAL INSTALLATION AS SHOWN IS FOR AN ABSOLUTE CLOSURE.
BARRICADES SHOULD NOT BE PLACED PARALLEL TO TRAFFIC IF NOT OUTSIDE OF CLEAR ZONE.

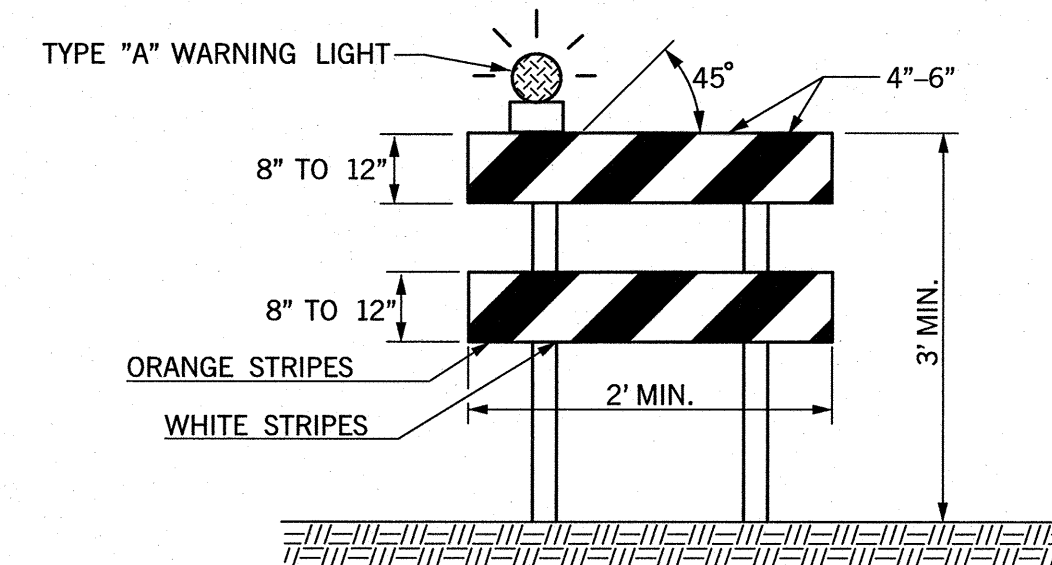
PERMANENT BARRICADE TYPE III(B) WILL BE IDENTICAL TO TYPE III(A) WITH NINE (9) ADDITIONAL REFLECTORIZED 3/4"x12" LUMBER PANELS ATTACHED TO THE BACK SIDE OF THE BARRICADE.
COLOR: BACKGROUND - WHITE (REFLECTORIZED)
DIAGONAL STRIPES - RED (REFLECTORIZED)



LONG/INTERMEDIATE TERM STATIONARY
PORTABLE SIGN SUPPORTS
5 Foot Mounting Height
(SKID MOUNTED)
(SHALL BE PLACED BEHIND TYPE III BARRICADE)



DIRECTION INDICATOR
BARRICADE



TYPE II BARRICADE

NOTES: FOR WOODEN BARRICADES NOMINAL LUMBER DIMENSIONS WILL BE SATISFACTORY.
FOR RAILS LESS THAN 3 FEET LONG, 4 INCH WIDE STRIPES SHALL BE USED.
TYPE III BARRICADES SHALL BE CONSTRUCTED USING A MINIMUM OF TWO (2) POSTS.
FOR WOODEN BARRICADES, PANEL THICKNESS SHALL NOT EXCEED ONE-HALF INCH (1/2").
BARRICADES SHOULD NOT BE PLACED PARALLEL TO TRAFFIC IF NOT OUTSIDE OF CLEAR ZONE.
PROJECTS WITH WORK LIMITS OF 2.0 MILES OR MORE IN LENGTH WILL REQUIRE THE G20-1A SIGN. THE SIGN (G20-1A) WILL BE REQUIRED ON ONE SIDE OF A 2-LANE ROADWAY AND BOTH SIDES OF A DIVIDED HIGHWAY.
ALL BARRICADE STRIPES SHALL BE RETROREFLECTIVE.
COLOR: BACKGROUND - WHITE (REFLECTORIZED)
DIAGONAL STRIPES - FLUORESCENT ORANGE (REFLECTORIZED)

IF BARRICADES ARE USED TO CHANNELIZE PEDESTRIANS, THERE SHALL BE CONTINUOUS DETECTABLE BOTTOM AND TOP RAILS WITH NO GAPS BETWEEN INDIVIDUAL BARRICADES TO BE DETECTABLE TO USERS OF LONG CANES. THE BOTTOM OF THE BOTTOM RAIL SHALL BE NO HIGHER THAN 6 INCHES ABOVE THE GROUND SURFACE. THE TOP OF THE TOP RAIL SHALL BE NO LOWER THAN 36 INCHES ABOVE THE GROUND SURFACE.

SIGNS MOUNTED ON TYPE III BARRICADES SHOULD NOT COVER MORE THAN 50 PERCENT OF THE TOP TWO RAILS OR 33 PERCENT OF THE TOTAL AREA OF THE THREE RAILS

SIGNS MOUNTED ON BARRICADES, OR OTHER PORTABLE SUPPORTS, SHALL BE NO LESS THAN 1' ABOVE THE TRAVELED WAY.

SANDBAGS MAY BE PLACED ON LOWER PARTS OF THE FRAME OR THE STAYS OF BARRICADES TO PROVIDE THE REQUIRED BALLAST.

BALLAST SHALL NOT BE PLACED ON TOP OF ANY STRIPED RAIL. BARRICADES SHALL NOT BE BALLASTED BY NONDEFORMABLE OBJECTS SUCH AS ROCKS OR CHUNKS OF CONCRETE. BALLAST SHALL NOT EXTEND INTO THE ACCESSIBLE PASSAGE WIDTH OF 60".

DIRECTION INDICATOR BARRICADE SHALL CONSIST OF A ONE-DIRECTION LARGE ARROW (W1-6) SIGN MOUNTED ABOVE A DIAGONAL STRIPED, HORIZONTALLY ALIGNED, RETRO-REFLECTIVE RAIL.

WHERE BARRICADES EXTEND ENTIRELY ACROSS A ROADWAY, THE STRIPES SHOULD SLOPE DOWNWARD IN THE DIRECTION TOWARD WHICH ROAD USERS MUST TURN.

WHERE BOTH RIGHT AND LEFT TURNS ARE PROVIDED, THE BARRICADE STRIPES SHOULD SLOPE DOWNWARD IN BOTH DIRECTIONS FROM THE CENTER OF THE BARRICADE OR BARRICADES.

WHERE NO TURNS ARE INTENDED, THE STRIPES SHOULD BE POSITIONED TO SLOPE DOWNWARD TOWARD THE CENTER OF THE BARRICADE OR BARRICADES.

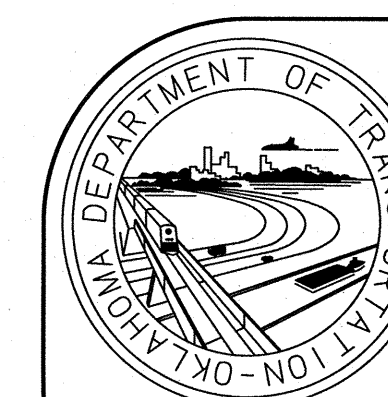
BASIS OF PAYMENT

ITEM NO.	ITEM	UNIT
880(B)	CONSTRUCTION SIGNS	SD
880(C)	CONSTRUCTION BARRICADES	SD
880(E)	WARNING LIGHTS	SD

APPROVED BY
TRAFFIC ENGINEER: *[Signature]* DATE: 3/21/11

TRAFFIC STANDARD

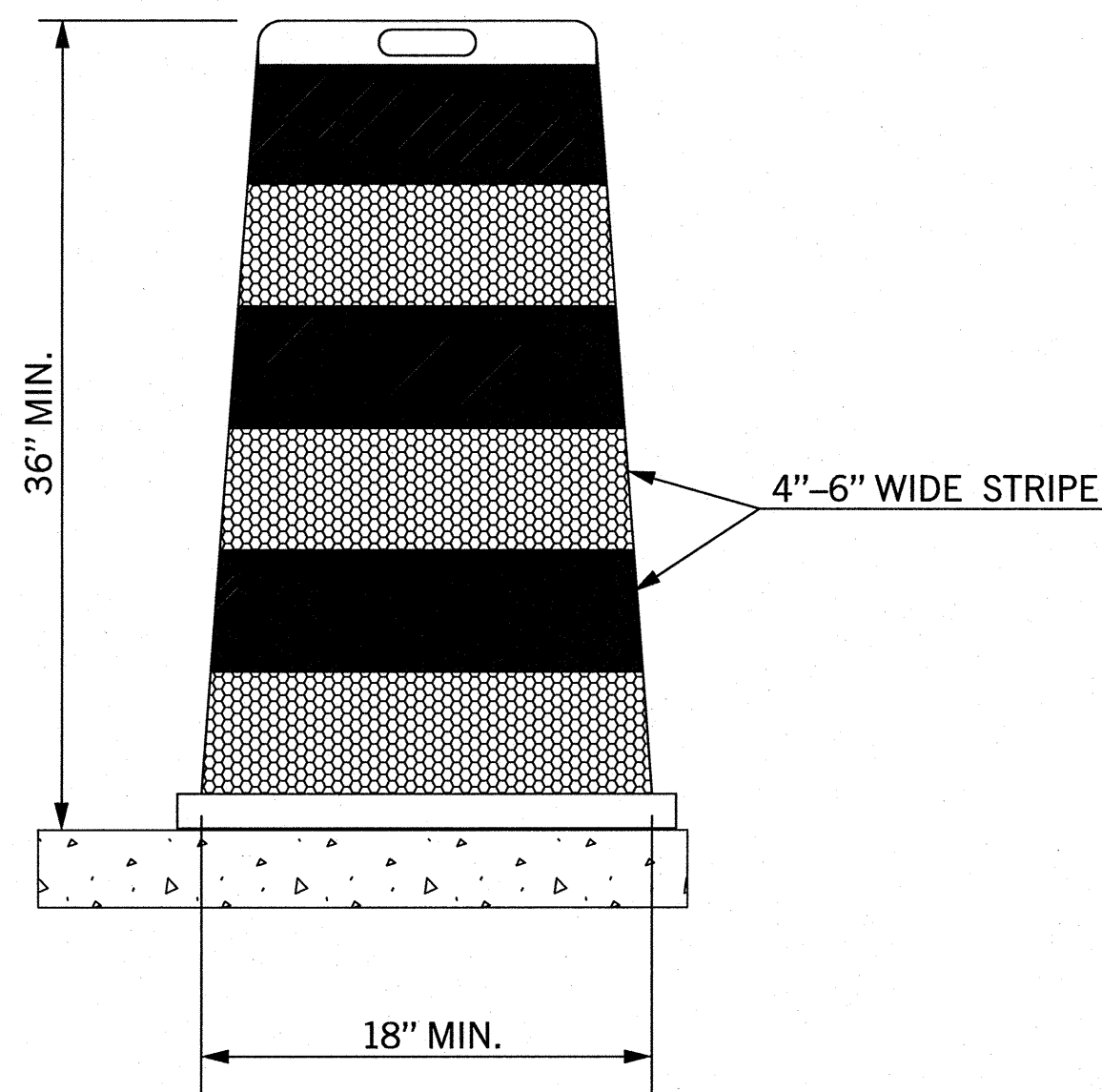
TRAFFIC CONTROL STANDARD TRAFFIC CONTROL DEVICES



2009 SPECIFICATIONS

TCS4-1	01
	T-504

\$\$\$date\$\$\$



DRUM

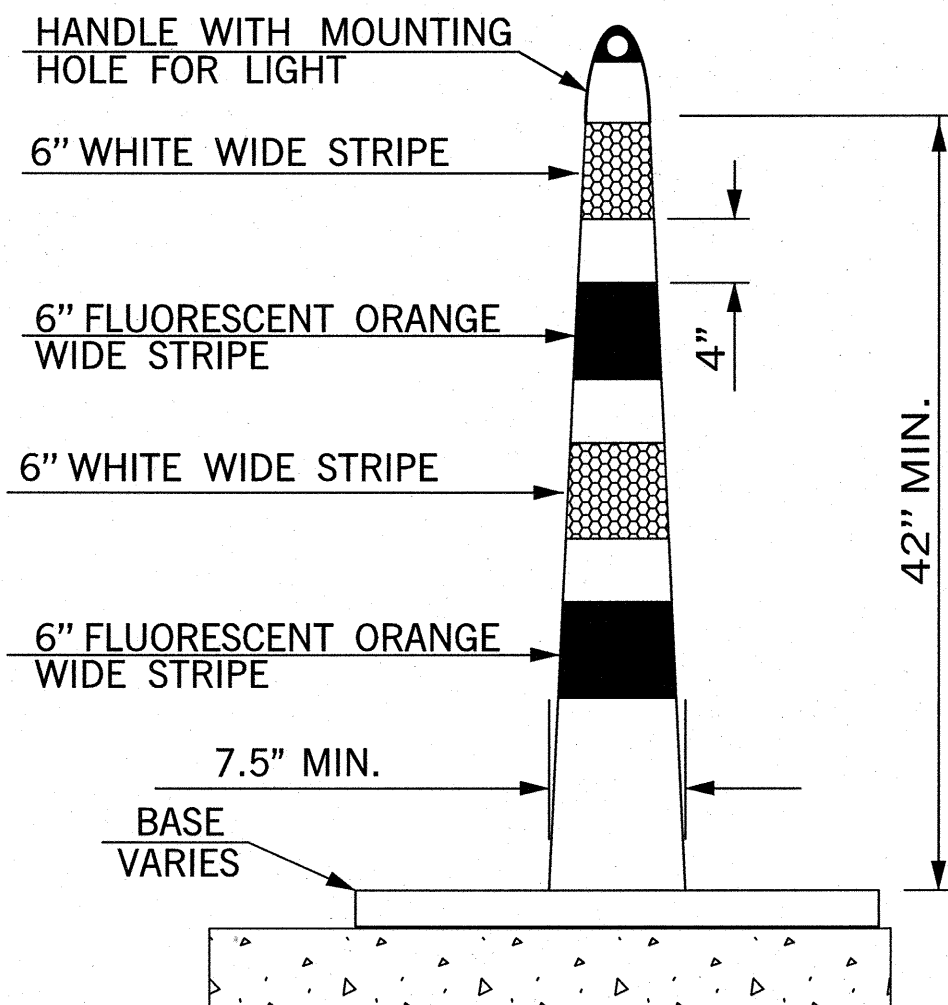
NOTES:

METAL DRUMS SHALL NOT BE USED.

EACH DRUM SHALL HAVE A MINIMUM OF TWO (2) FLUORESCENT ORANGE STRIPES ALTERNATING WITH A MINIMUM OF TWO (2) WHITE STRIPES. THESE STRIPES SHALL CONSIST OF RETROREFLECTIVE SHEETING.

BALLAST SHALL NOT BE PLACED ON TOP OF A DRUM.

DRUMS SHALL NOT BE USED TO DELINEATE AN EDGE DROP OFF IF THEY MUST BE PLACED IN THE DROP OFF AREA BELOW THE LEVEL OF THE DRIVING SURFACE.



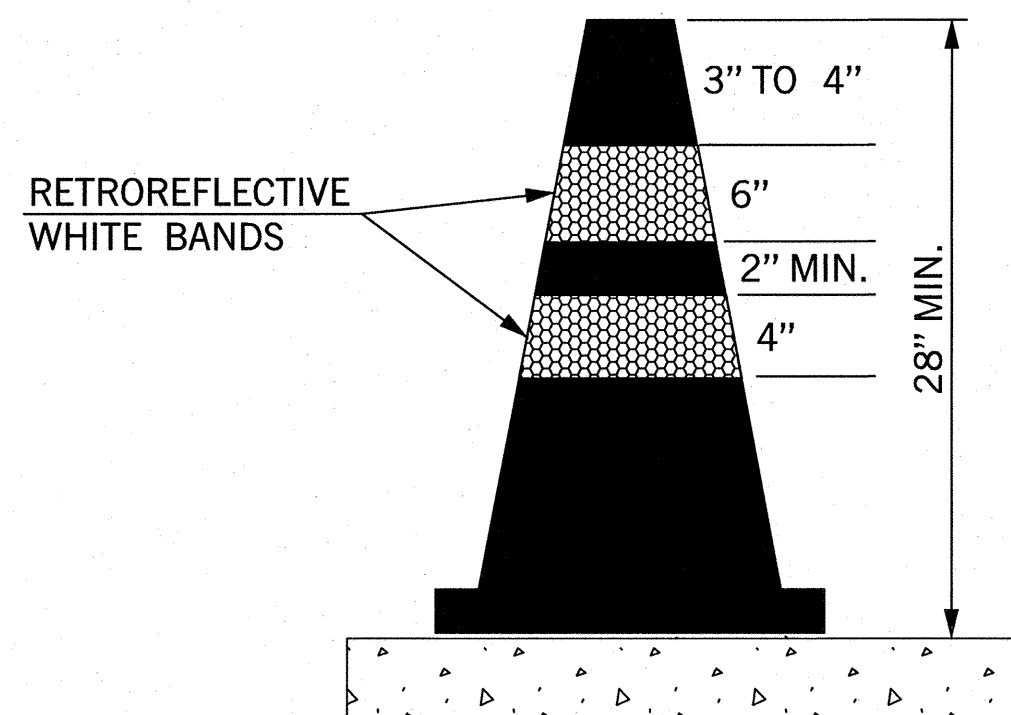
CHANNELIZER CONE

NOTES:

CHANNELIZER CONES USED ON HIGH SPEED ROADWAYS, ON ALL HIGHWAYS DURING NIGHTTIME, OR WHENEVER MORE CONSPICUOUS GUIDANCE IS NEEDED SHALL BE A MINIMUM OF 42 INCHES HIGH.

EACH CHANNELIZERS CONES SHALL HAVE A MINIMUM OF TWO (2) FLUORESCENT ORANGE STRIPES ALTERNATING WITH A MINIMUM OF TWO (2) WHITE STRIPES. THESE STRIPES SHALL CONSIST OF RETROREFLECTIVE SHEETING.

BASE SHALL WEIGH 30 LBS. OR MORE.



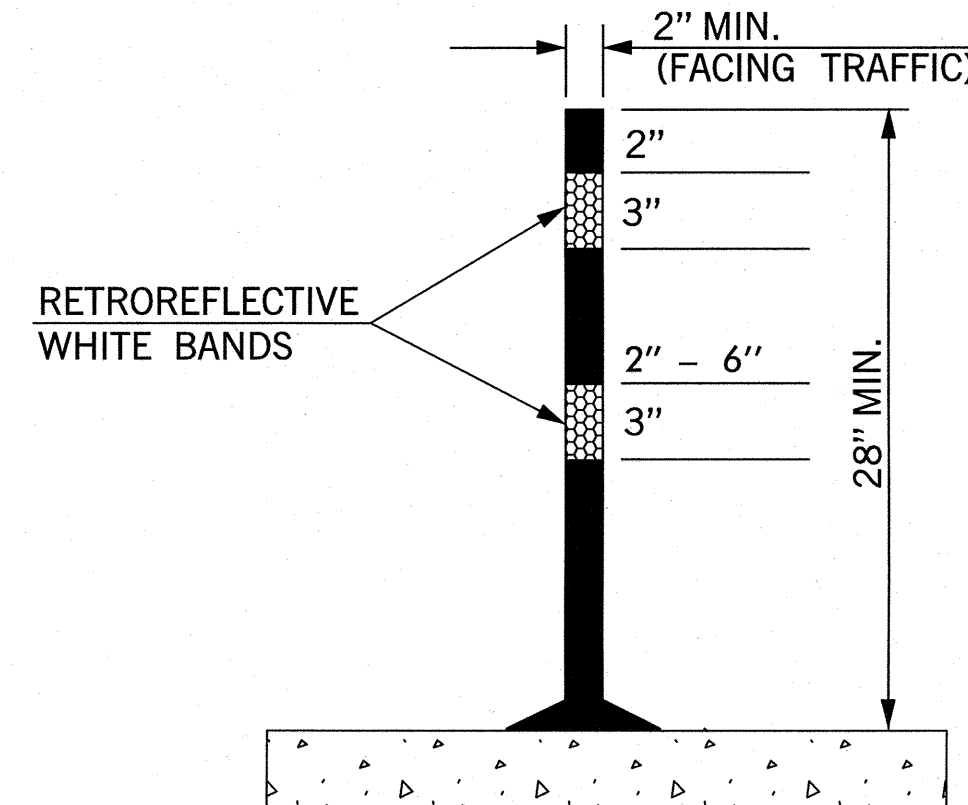
CONE

NOTES:

CONES USED ON HIGH SPEED ROADWAYS, ON ALL HIGHWAYS DURING NIGHTTIME, OR WHENEVER MORE CONSPICUOUS GUIDANCE IS NEEDED SHALL BE A MINIMUM OF 28 INCHES HIGH.

CONES SHALL BE PREDOMINANTLY ORANGE, WITH WHITE RETROREFLECTIVE SHEETING.

DESCRIPTION	REVISIONS	DATE
ADD NOTE TO VERTICAL PANEL		07/19/10
CHANGED TYPE 'C' LIGHT TO OPTIONAL		3/15/2011

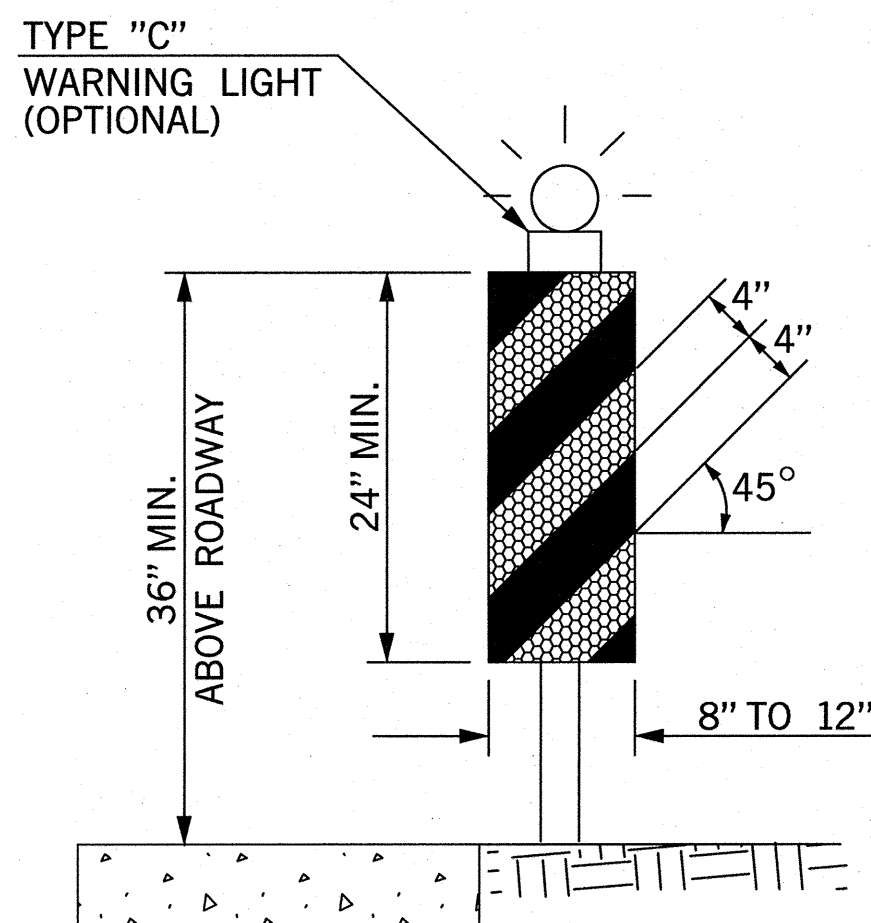


TUBE CHANNELIZER

NOTES:

TUBE CHANNELIZERS USED ON HIGH SPEED ROADWAYS, ON ALL HIGHWAYS DURING NIGHTTIME, OR WHENEVER MORE CONSPICUOUS GUIDANCE IS NEEDED SHALL BE A MINIMUM OF 28 INCHES HIGH.

TUBE CHANNELIZERS SHALL BE PREDOMINANTLY ORANGE, WITH WHITE RETROREFLECTIVE SHEETING.



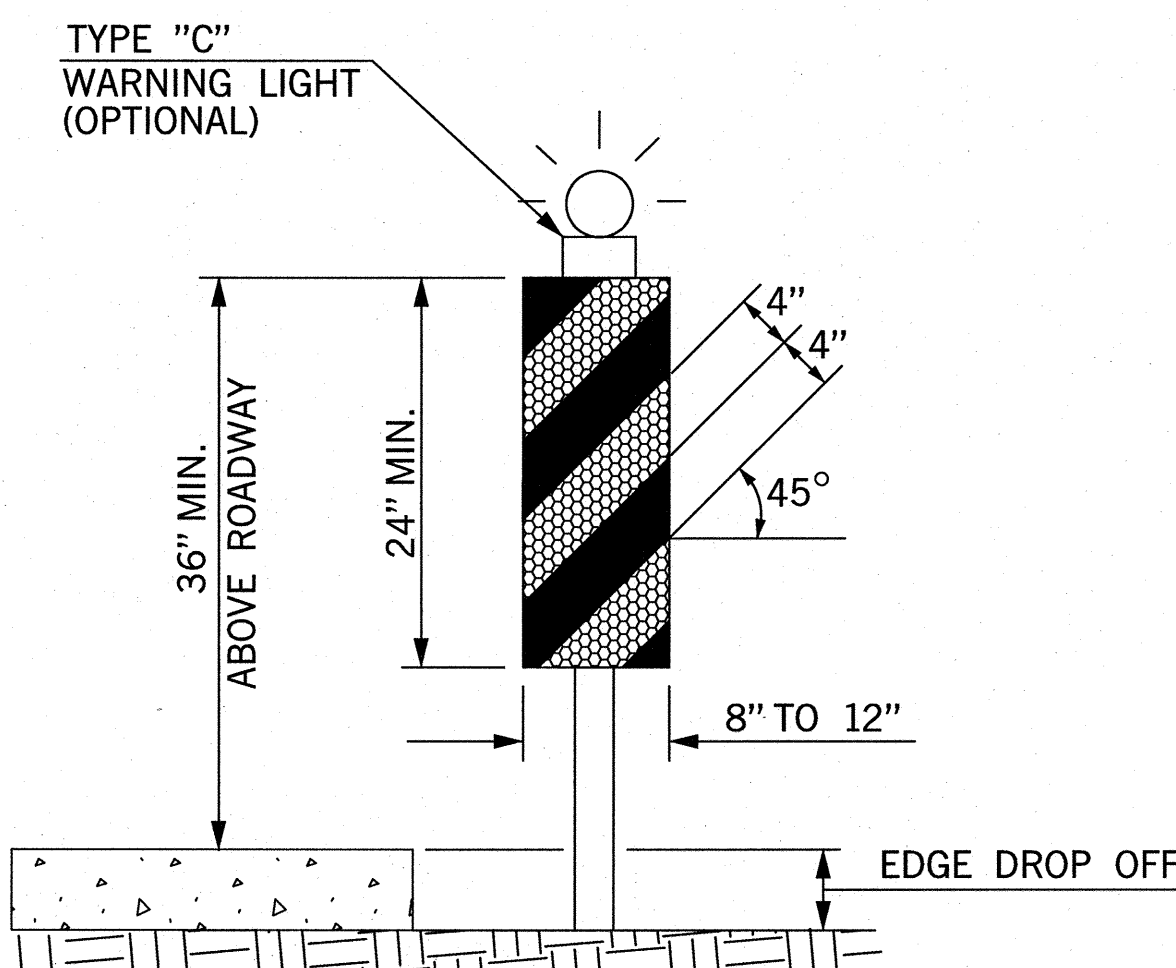
VERTICAL PANEL
W/NO DROP OFF

NOTES:

PANEL STRIPE WIDTHS SHALL BE 6 INCHES EXCEPT WHERE PANELS LENGTHS ARE LESS THAN 36 INCHES, THEN 4 INCH WIDE STRIPES MAY BE USED.

MARKINGS FOR VERTICAL PANELS SHALL BE ALTERNATING FLUORESCENT ORANGE AND WHITE RETROREFLECTORIZED STRIPES (SLOPING DOWNWARD AT AN ANGLE OF 45 DEGREES IN THE DIRECTION TRAFFIC IS TO PASS).

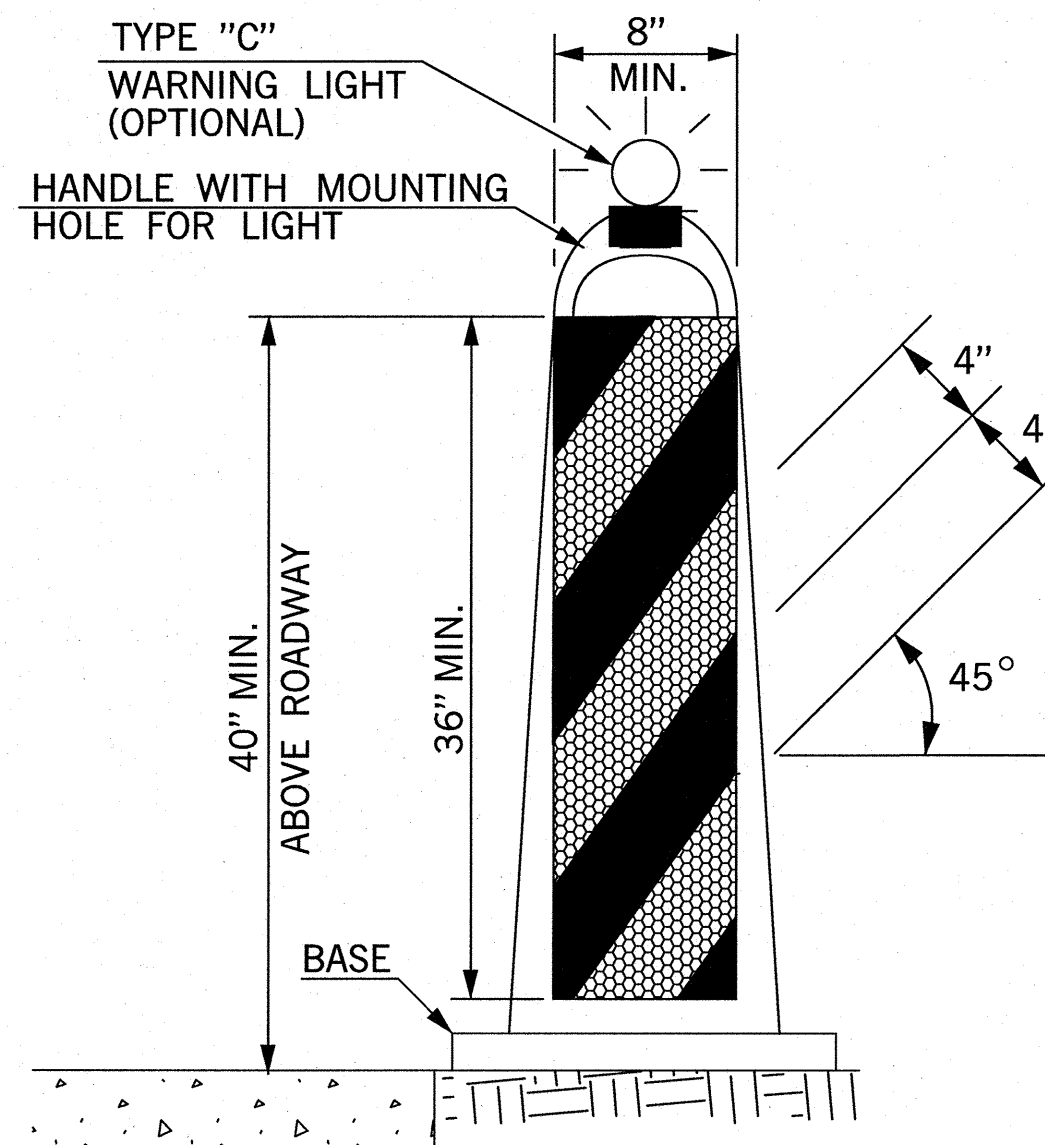
SHALL HAVE A MINIMUM OF TWO (2) FULL FLUORESCENT ORANGE STRIPES.



VERTICAL PANEL
W/DROP OFF

ON UNDIVIDED HIGHWAYS, VERTICAL PANELS SHALL HAVE A MINIMUM OF 192 SQUARE INCHES OF RETROREFLECTIVE SHEETING ON EACH PANEL (FRONT AND BACK). WHEN USED ON HIGH SPEED ROADWAYS, VERTICAL PANELS SHALL HAVE MINIMUM OF 270 SQUARE INCHES OF RETROREFLECTIVE SHEETING ON EACH PANEL (FRONT AND BACK). THIS SHALL CONSTITUTE ONE (1) COMPLETE VERTICAL PANEL.

ON DIVIDED HIGHWAYS A VERTICAL PANEL MAY HAVE SHEETING ON ONLY ONE SIDE.



STACKABLE VERTICAL PANEL

NOTES:

(1) VERTICAL PANEL SIGNS SHALL BE MOUNTED BACK TO BACK WHEN USED FOR TWO-WAY TRAFFIC.

(2) BASE SHALL BE NO LARGER THAN 28" LONG BY 20" WIDE, AND 2" THICK.

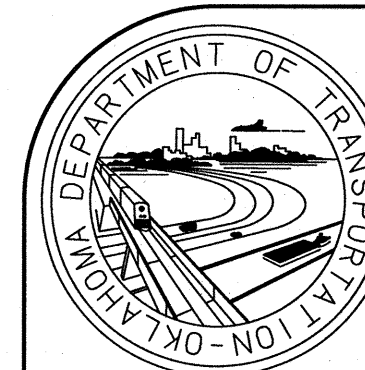
(3) BASE SHALL WEIGHT 30 LBS. OR MORE.

(4) THESE DEVICES SHALL BE CONSTRUCTED OF A MATERIAL THAT CAN BE STRUCK WITHOUT DAMAGING VEHICLES ON IMPACT.

KEY:

	FLUORESCENT ORANGE (REFLECTORIZED)
	WHITE (REFLECTORIZED)

BASIS OF PAYMENT		
ITEM NO.	ITEM	UNIT
880(D)	VERTICAL PANEL	SD
880(E)	WARNING LIGHTS	SD
880(F)	DRUMS	SD
880(G)	TUBE CHANNELIZERS	SD
880(H)	CONES	SD
880(G)	CHANNELIZER CONES	SD



APPROVED BY
TRAFFIC ENGINEER: *[Signature]* DATE: 3/21/11

TRAFFIC STANDARD
TRAFFIC CONTROL STANDARD
CHANNELIZING DEVICES

2009 SPECIFICATIONS

TCS6-1

02

T-506

Scale: 1" = 1'-0"

DESCRIPTION	REVISIONS	DATE
CHANGED SIGN DESIGNATION		3/15/2011



ROAD CLOSED

R11-2 48 x 30 10.00 SF

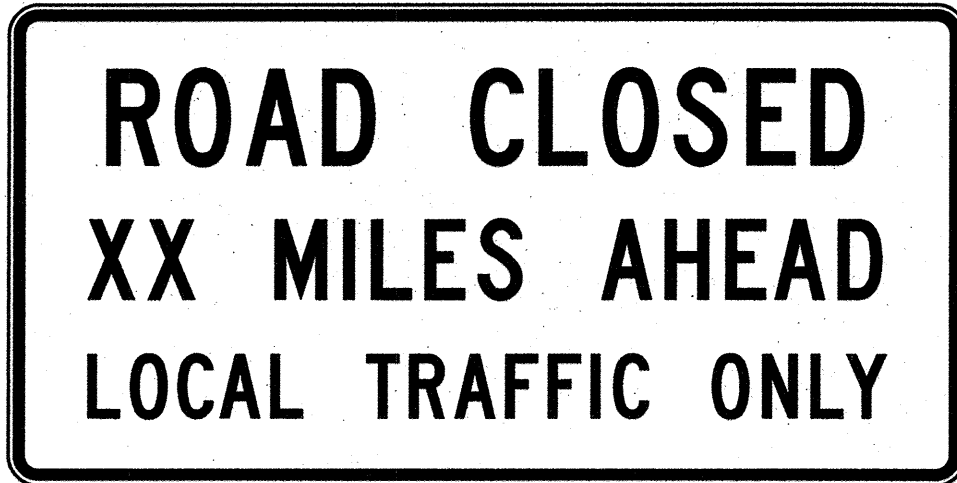
COLOR:
LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)
BACKGROUND:
WHITE (REFLECTORIZED)



LANE CLOSED

R11-2(LANE) 48 x 30 10.00 SF

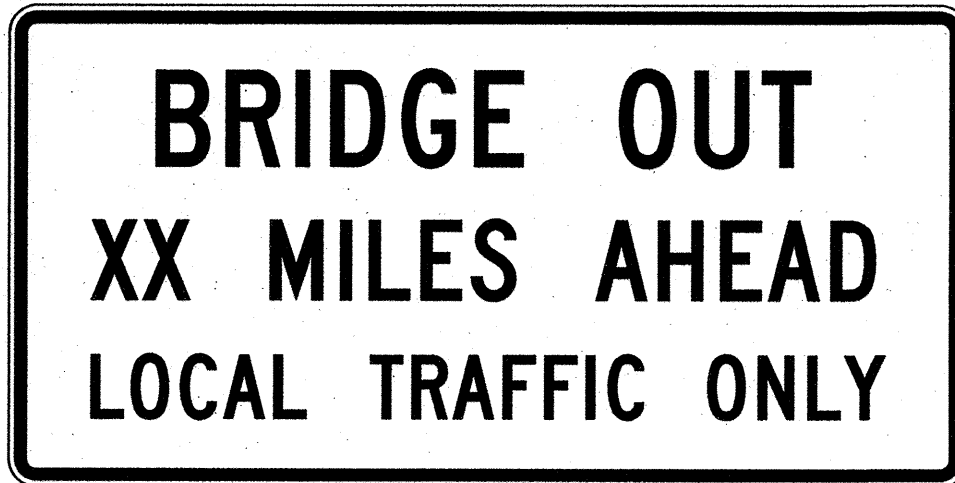
COLOR:
LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)
BACKGROUND:
WHITE (REFLECTORIZED)



ROAD CLOSED XX MILES AHEAD

R11-3a 60 x 30 12.50 SF

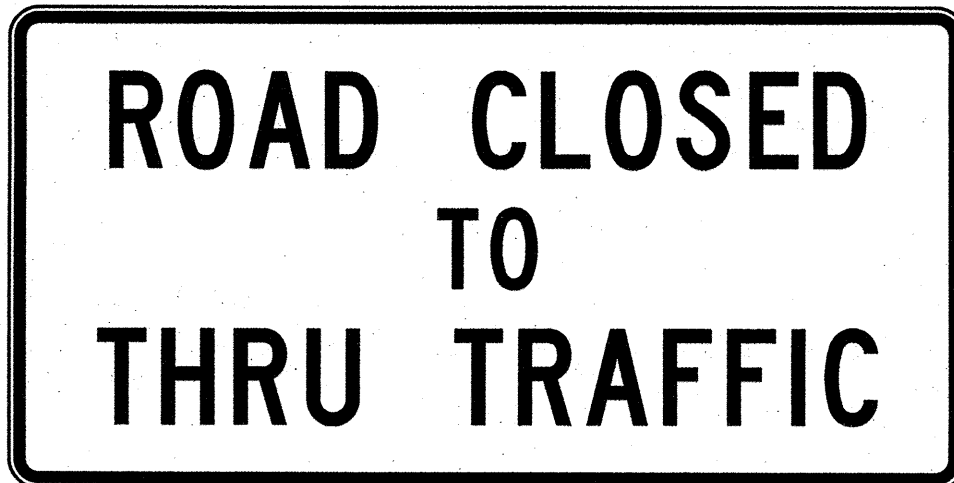
COLOR:
LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)
BACKGROUND:
WHITE (REFLECTORIZED)



BRIDGE OUT XX MILES AHEAD

R11-3b 60 x 30 12.50 SF

COLOR:
LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)
BACKGROUND:
WHITE (REFLECTORIZED)



ROAD CLOSED TO THRU TRAFFIC

R11-4 60 x 30 12.50 SF

COLOR:
LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)
BACKGROUND:
WHITE (REFLECTORIZED)



DETOUR SIGN

M4-8 24 x 12 2.00 SF
M4-8E 30 x 15 3.13 SF

COLOR:
LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)
BACKGROUND:
FLUORESCENT ORANGE
(REFLECTORIZED)



DETOUR SIGN

M4-9(R) 30 x 24 5.00 SF
M4-9(R)E 48 x 36 12.00 SF
M4-9(R)F 60 x 48 20.00 SF

COLOR:
LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)
BACKGROUND:
FLUORESCENT ORANGE
(REFLECTORIZED)



DETOUR SIGN

M4-9(L) 30 x 24 5.00 SF
M4-9(L)E 48 x 36 12.00 SF
M4-9(L)F 60 x 48 20.00 SF

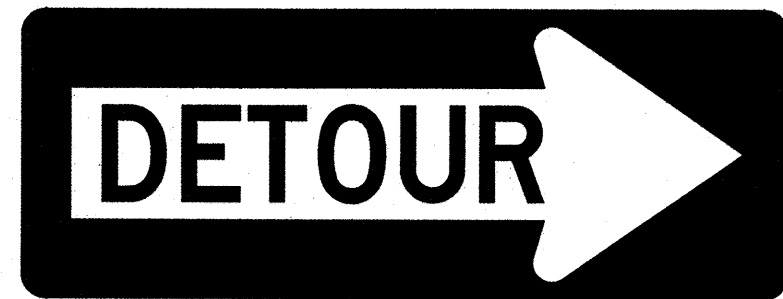
COLOR:
LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)
BACKGROUND:
FLUORESCENT ORANGE
(REFLECTORIZED)



DETOUR SIGN

M4-9(V) 30 x 24 5.00 SF
M4-9(V)E 48 x 36 12.00 SF
M4-9(V)F 60 x 48 20.00 SF

COLOR:
LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)
BACKGROUND:
FLUORESCENT ORANGE
(REFLECTORIZED)



DETOUR SIGN

M4-10(R) 48 x 18 6.00 SF

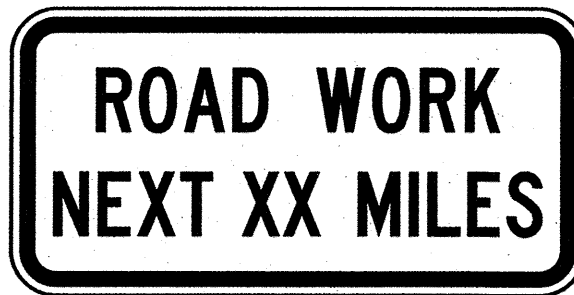
COLOR:
LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)
BACKGROUND:
FLUORESCENT ORANGE
(REFLECTORIZED)



DETOUR SIGN

M4-10(L) 48 x 18 6.00 SF

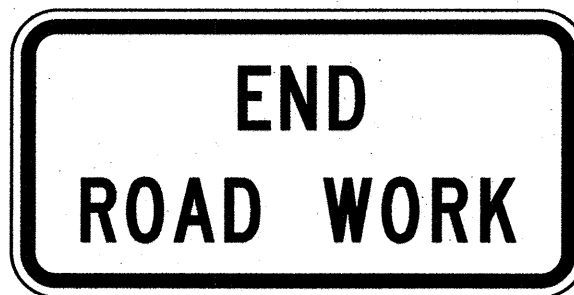
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LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)
BACKGROUND:
FLUORESCENT ORANGE
(REFLECTORIZED)



ROAD WORK NEXT XX MILES SIGN

G20-1A 36 x 18 4.50 SF

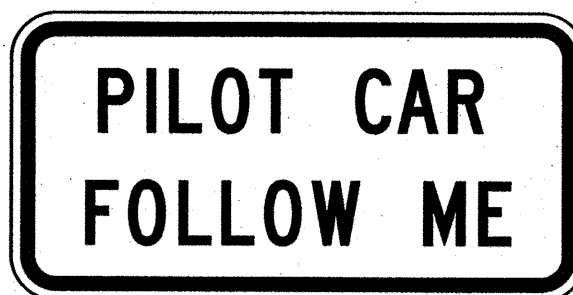
COLOR:
LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)
BACKGROUND:
FLUORESCENT ORANGE
(REFLECTORIZED)



END ROAD WORK SIGN

G20-2A 36 x 18 4.50 SF

COLOR:
LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)
BACKGROUND:
FLUORESCENT ORANGE
(REFLECTORIZED)



PILOT CAR FOLLOW ME SIGN

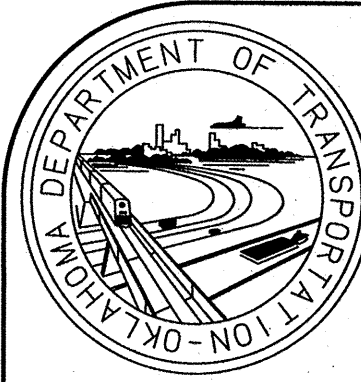
G20-4 36 x 18 4.50 SF

COLOR:
LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)
BACKGROUND:
FLUORESCENT ORANGE
(REFLECTORIZED)

NOTES:
WORD SIGNS MAY BE USED IF SYMBOL SIGNS ARE NOT AVAILABLE EITHER IN "STANDARD HIGHWAY SIGNS MANUAL" OR IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) (CURRENT EDITION).

ALL DIAMOND SHAPE CONSTRUCTION WARNING SIGNS SHALL BE 48 INCHES X 48 INCHES UNLESS OTHERWISE NOTED IN THE PLANS.

BASIS OF PAYMENT		
ITEM NO.	ITEM	UNIT
880(B)	CONSTRUCTION SIGNS	SD



APPROVED BY
TRAFFIC ENGINEER: *[Signature]* DATE: 3/21/11

TRAFFIC STANDARD
TRAFFIC CONTROL STANARD
CONSTRUCTION SIGNS

2009 SPECIFICATIONS

TCS9-1 01
T-509



City of
CHICKASHA

Meeting Type: City Council Agenda 1-6-2020

Meeting Date: 1/6/2020

Department: Public Works

Agenda Item No. 6.h.

AGENDA ITEM: Discussion, consideration and possible action to renew Cemetery Maintenance Contract with Jeffrey Wynn.

I. BACKGROUND/DESCRIPTION:

On November 5, 2018, The City of Chickasha accepted the bid for the Cemetery Maintenance/ and Interments for 2019-2024. City Council awarded the bid to Jeffery Wynn. The Cemetery Maintenance/ and Interments are on a one-year contract with the option of five, one year extensions.

This will be the first year of the current contract for a contract extension. The contractor has chosen the option for an increase or decrease in the contract based on the annual CPI. The CPI was used the U.S. City average – Funeral Expenses. The CPI for the last 12 months is 1.6% this will increase maintenance \$132.49 per month.

II. RECOMMENDED ACTION:

Renew the contract with Jeffrey Wynn for Cemetery Maintenance and Interments for the 2020 calendar year.

III. FISCAL INFORMATION - Cemetery Maintenance Service Contract - 11-06-5302-008

Interments - 11-06-5302-009

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT

Meeting Date: January 6, 2020	(From)	
---	--------	--

V. ATTACHMENTS:

1. Cemetery Contract Amendment Letter
2. Cemetery Maintenance Contract
3. CPI Index - All Urban Consumers - US City Ave. by Detailed Expenditure Category

Jeff Wynn

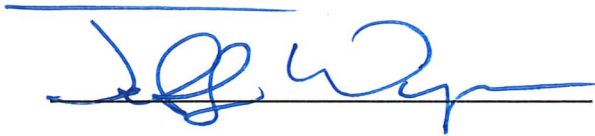
27 Walnut Drive

Ninnekah, OK 73067

As per contract CMA – 1821 Cemetery Maintenance, I would like to request an increase of 1.6% (\$1,519.87) for the year 2020 based on the Consumer Price Index for Funeral and Burial Expenses from November 2018 through November 2019.

This will increase the contract for cemetery maintenance cost to \$96,511.87 for calendar year 2020.

Jeff Wynn



CEMETERY MAINTENANCE CONTRACT

THIS CONTRACT AND AGREEMENT is made and entered into this **2nd** day of **January 2019** by and between **City of Chickasha** acting by and through the **Mayor and City Council**, hereinafter referred to as “**City**”, and **Jeffrey Wynn**, doing business as **Jeffrey Wynn**, hereinafter referred to as “**Contractor**”.

Whereas, Mayor and City Council has caused to be prepared in accordance with law, certain plans, specifications, and other bidding documents for the work herein described and has approved and adopted all of said bidding documents, and had caused solicitation for bids to be given and advertised as required by law, and has received sealed proposals for furnishing of all labor and materials for maintaining Rose Hill Cemetery and Fairlawn Cemetery and interments under bid documents identified as “**Cemetery Maintenance : Bid CMA 1821**” as outlined and setout in the bidding documents and in accordance with the terms and provisions of said contract.

WHEREAS, Contractor, in response to said “Solicitation for Bids”, has submitted to the **Mayor and City Council** in the manner and at the date and time specified, a sealed proposal in accordance with the terms of this contract; and

WHEREAS, **City** is responsible under the ordinances of the City of Chickasha to open and close all graves for funerals and that the charge to made by the City of said interments are as follows:

MAXIMUM AMOUNT CHARGED BY CITY

Weekday interment - \$450.00
Weekday interment – cremains \$250.00
Weekday interment- infants 40” x 24” max \$225.00
Saturday interment - \$650.00
Saturday interment – cremains \$375.00
Saturday interment – infant 40” x 24” max \$350.00
Interment of indigents – No Charge

WHEREAS, **City** is required by the statutes of the State of Oklahoma to deposit at least 25% of all money received for interments and disinterments in a Cemetery Care Fund to be held by the City and used for the purpose set forth by said Statutes; and

WHEREAS, the City did, pursuant to its Charter and ordinances, take bids upon the interments and other burial services and for complete lawn care and maintenance and the Contractor submitted the lowest and best proposal on said interments, lawn care and maintenance.

NOW THEREFORE, based upon the promises, obligations and considerations contained within this contract, the parties hereto do hereby contract and agree as follows, to-wit:

1. Contractor agrees to provide the services of interments in City of Chickasha's Rose Hill Cemetery and Fairlawn Cemetery.
2. Contractor agrees and covenants that he will make available and maintain proper machinery and personnel to perform all the functions necessary to open and close said graves in an expedient and safe manner immediately upon notification from the City as to the necessity to opening and closing a grave. In this regard, it is understood and agreed by the and between the parties hereto that Contractor shall at all times have sufficient machinery and manpower in order to have all grave sites open a reasonable time before the service as required by the City. Failure to maintain this equipment in neat and good working order shall be cause for termination of the contract.
It is understood and agreed by the parties hereto that Contractor shall be responsible for owning and maintaining his own equipment necessary for the performance of his duties under this contract. Contractor shall further be responsible for employing all necessary manpower and personnel to timely provide the services required of the Contractor under this terms of this contract.
3. Contractor shall receive from the City as compensation for providing the services of interments the following sums, to-wit:

Weekday interment - \$175.00 per grave
Weekday interment – cremains \$112.50 per grave
Weekday interment- infants 40" x 24" max \$62.50 per grave
Saturday interment - \$225.00 per grave
Saturday interment – cremains \$131.25 per grave
Saturday interment – infant 40" x 24" max \$75.00 per grave
Interment of indigents – No Charge
Disinterments (Public) - \$800.00
Disinterments (City) - \$450.00

It is further agreed that the Contractor shall be paid the above sums after the first City Council meeting following Contractor's submission of the invoice to City.

4. Contractor shall receive from the City as compensation for providing lawn care and maintenance the sum \$ 7,916.00 per month for a total sum of \$94,992.00 per year for the period of time beginning January 1, 2019 and ending December 31, 2019. Payments shall be made to Contractor monthly at the end of each month after completion of Contractor's performance for the month and after approval by the City Council. The term of this contract is subject to the parties' right to terminate the contract upon 30 days' written notice as provided in paragraph 13.
 - a. Contractor shall mow both cemeteries with tractor mowers, riding mowers and push mowers as is appropriate under the circumstances. Tractor mowers shall be used only in sections of the cemetery where no headstones are located. Riding mowers and push mowers can be used in any section of the cemetery but mowers are not to be used closer than five (5) inches to any headstone or monument. Flexible string mowers shall accomplish all mowing within five (5) inches of a headstone or monument.
 - b. Contractor shall mow the cemeteries whenever grass, weeds or foliage reach a height of three (3) inches over fifty percent (50%) of either cemetery. In addition, Contractor shall be required to mow the cemeteries a minimum of one (1) time in April, two (2) times in May, four (4) times in June, three (3) TIMES IN July, two (2) times in August, and two (2) times in September whether or not the grass, weeds or foliage has reached a height of three (3) inches in more than fifty percent (50%) of the area.
 - c. Contractor shall edge the curbs on Ninth Street, Alabama Avenue, Twelfth Street and Grand Avenue at the Rose Hill Cemetery a minimum of one (1) time per month or as directed by the Sexton. Limbs will be picked up daily as needed and placed at a location approved by the Sexton. City will assist in tree and limb removal caused by storms.
 - d. Contractor shall be required, as part of the maintenance of the cemeteries, to trim all trees and shrubs as directed by the Sexton, including the cutting of all dead limbs from the trees which hang below the bottom branches and removal of dead trees and stumps as directed by Sexton. This work shall be performed during the winter months except when the Sexton decides they are a safety risk.
 - e. Contractor shall apply non-selective herbicides (i.e. Glyphosate) at the headstones and fence lines to control weeds and grass, after approval by the Sexton. Herbicide shall not sprayed further out than four (4) inches out from the base of the headstone or fence line and must be of a type or brand that does not stain the headstones. Broadleaf herbicides shall be applied as recommended by the manufacturer to control and eliminate broadleaf weeds. The first application of broadleaf herbicide shall be a pre-emergent applied before spring germination as recommended by the manufacturer. Contractor must obtain prior approval of the Sexton before using any herbicides.
 - f. Contractor shall remove all flowers from graves ten (10) days after a funeral. Live flowers can be removed as soon as they die.

- g. Contractor shall be required to level all new and old graves and add topsoil to all graves, which sink below ground level. Excess fill shall be used as directed by the Sexton to level any depressions in the cemetery in an effort to maintain proper drainage throughout the cemetery. All excess dirt not used by the Contractor will be removed by the City at the City's expense and under the direction of the Public Works Director. Contractor shall fill ruts created by his operation as soon as possible after their creation. At the direction of Sexton, Contractor shall use plywood or with the approval of the Sexton, other suitable material laid upon the ground to eliminate or reduce the creation of ruts in the cemetery. City shall furnish plywood if needed. Contractor shall not be required to remove dirt from the grave opening process from the grave site prior to the graveside services, however, the dirt will be placed at a location at the grave site as directed by the Sexton so as not to interfere with the graveside services.
 - h. Contractor shall sprig Bermuda grass upon all new graves if deemed necessary by the sexton to control erosion. City will pay for any sod needed.
 - i. Contractor shall pick up all trash within the cemeteries and along the, interior and exterior of the fence lines of the cemeteries at least once a week.
 - j. Contractor shall pay one hundred per cent (100.00 of the gas and electric service at the shop located at Rosehill Cemetery.
 - k. Contractor further agrees that he shall complete the trimming of shrubs, weed eating and edging of all curbs for the first time by May 1st of each year.
5. Contractor shall be required to carry Workers' Compensation Insurance on his employees and to furnish evidence of said Workers' Compensation Insurance to the City for its records. In addition, the Contractor shall be required to carry general commercial liability insurance for the protection of himself and the City in a minimum amount sufficient to satisfy the City's maximum liability under the Governmental Tort Claims Act codified at 51 O.S 151, *et seq.* The City shall be named as an additional insured under the required policy.
6. Contractor shall in the performance of his duties under this contract use reasonable, ordinary and prudent care in the use of machinery, equipment and manpower within the cemeteries in order to avoid damage to any existing graves or monuments located in the cemeteries. It is agreed that should any damage occur to any monuments or existing gravesites as a result of the activities of the Contractor in the performance of his duties under this contract, Contractor shall indemnify City and hold it harmless from any claims of any nature whatsoever including costs and attorney fees. The insurance policy required under the terms of paragraph 5 shall cover any property damage to monuments or existing gravesites arising from the performance of Contractor's duties under this contract.

7. Contractor shall be responsible for insuring Contractor's equipment located upon the City's premises at the Cemetery.
8. A written notice will be given to the Contractor of any problems noticed by the Sexton. Contractor will have ten (10) days to correct the problem. If such failure occurs two (2) times during a 12 month period, City, without further notice, may give written notice of termination of this contract and City shall be under no further obligation pursuant to the terms of this contract.
9. All requirements as set forth in the Bid Specifications shall be considered a part of this contract. No deviations from the Bid Specifications are allowed unless approved by the City Manager in writing.
10. Contractor agrees to indemnify and hold harmless City from and against all liabilities, judgments, cost, damages and expenses which may accrue against, be charged to, or recovered from the City by reason or on account of damage to the property of City, or to other property, injury to or death of any person, arising from Contractor's use, occupancy, and operation at the cemeteries or any associated operations, including acts of its agents, contractor and sub-contractors, provided that the City shall give Contractor prompt and timely notice of any claim made or suit instituted which may, in any way, affect the Contractor or its insured. The Contractor and its insured shall have the right to compromise and defend the same to the extent of their interest.
11. It is further agreed by the parties hereto that this agreement and the Bid Documents incorporated herein constitute the full and complete agreement by the Parties hereto and any oral negotiations or comments by either party shall not be construed as a part of this contract and only the written agreement contained herein shall be the contract between the parties.
12. Any grave opened more than twelve (12) hours prior to the actual funeral shall be barricaded completely on all four sides and or covered with appropriate materials that will support a minimum weight of two hundred (200) pounds. At the direction of the Cemetery Sexton Contractor may be required to cover or barricade any open grave, if in the opinion of the Sexton it is a safety hazard.
13. Notwithstanding any other provision contained within this contract concerning termination, the parties agree that either party may terminate this contract upon thirty (30) days written notice. Upon the termination of this contract as provided for in this paragraph, both parties shall be released from all future responsibilities of this contract.

14. The parties to this contract agree that the bid specifications are attached hereto as Exhibit "A". The bid specifications shall be a part of this contract and be incorporated herein by reference. If there is any discrepancy or ambiguity between the provisions of the contract and the bid specifications, the bid specifications shall control and be the agreement between the parties.
15. Any notices that are required here or which either City or Contractor may desire to serve upon the other shall be in writing and shall be deemed served when delivered personally or when deposited in the U.S. Mail postage prepaid, return requested, addressed to City at:

City of Chickasha, Oklahoma, a Municipal Corporation
Attention: City Manager
117 N. 4th St.
Chickasha, Oklahoma 73018

Or to Contractor at:

Jeffrey Wynn
27 Walnut Drive
Ninnekah, Oklahoma 73067

16. The parties agree that this contract may be extended for five (5) additional terms of one (1) year each upon approval of both the City and the Contractor not less than thirty (30) days' prior to the expiration date of the original term, or of any one (1) year extension of the contract term. Upon renewal of the contract, the compensation to be paid Contractor for mowing and lawn maintenance provided in paragraph 4 herein shall be increased or decreased in an amount equivalent to the National Consumer Price index for the prior year, unless otherwise agreed to by the parties in writing at the time of the renewal. The compensation provided in paragraph 3 shall remain the same under any renewal terms, unless otherwise agreed to by the parties in writing at the time of the renewal.

In witness thereof, the parties hereto have caused this agreement to execute this day of January 2nd, 2019

“CITY”

“CONTRACTOR”

CITY OF CHICKASHA, A MUNICIPAL
CORPORATION OF THE STATE OF
OKLAHOMA

By: _____

Jeffrey Wynn

ATTESTED: (SEAL)

By: _____

Exhibit "A"

PURPOSE AND SCOPE:

The purpose of this document is to provide minimum specifications for the maintenance and care of the Municipal Cemeteries in Chickasha. Any incidental materials, equipment or labor necessary for meeting the requirements specified herein is the responsibility of the vendor.

UNDERSTAND AND AGREE Yes _____ No _____ INITIAL _____

DEFINITIONS:

Vendor: The individual, firm, partnership, or corporation to whom the contract is awarded by the purchaser and who is subject to the terms thereof. For bidding purposes the contractor, vendor, and bidder are synonymous.

PROPOSAL IN REPLY TO SPECIFICATIONS

Any exceptions to these specifications must be itemized and referenced by paragraph. Details must be clearly explained. Each exception will be considered by the purchaser as to the degree of impact and total effect on the bid. Bidders must return all pages of these specifications with their bid proposal as it will form a portion of the contract between the contractor and purchaser. The bidder is presumed to be familiar with all federal, state and local laws that may in any way effect the work. Ignorance on the part of the bidder shall in no way relieve him of responsibility.

UNDERSTAND AND AGREE Yes _____ No _____ INITIAL _____

BID EVALUATION

Bid evaluation by the purchaser will be based at a minimum on the following criteria: Completeness of proposal; vendors past performance; and vendor's reliability. The proposal price will be one of the evaluation factors that will be used in the review of the proposals; however, it will not be the primary determining factor used to award the contract. Bidders shall pay particular attention in answering the "comply" or "exception" response to each section contained within these specifications. If the bidder does not meet the specification exactly, an "exception" response shall be marked and a written explanation given by the bidder. The purchaser will judge exceptions, and the decision of the purchaser shall be final. If this procedure is not followed the bid may be rejected as non-compliant.

UNDERSTAND AND AGREE Yes _____ No _____ INITIAL _____

GENERAL REQUIREMENTS

1. The vendor shall provide documentation of any previous experience along with a list of at least three (3) references for which the vendor has performed similar work in the last five years.
2. All questions concerning the specifications shall be addressed to Ron Chapman, Cemetery Sexton, City of Chickasha, 117 North 4th Street, Chickasha, OK 73018 (405) 222-6081.
3. The bidder must be able to provide constant paging/mobile phone access to facilitate communications between the City and the contractor.
4. Contractor is required to comply with all Federal, State and City laws and ordinances. Attention shall be given to EEOC and D.O.L. requirements. The contractor must provide a letter to the City stating that he will abide by affirmative action, non-discriminatory and equal employment practices as required by State or Federal Law.
5. Contractor shall take all due diligence in taking care of City property and facilities and shall follow all applicable laws or ordinances that may effect same. Contractor shall use reasonable, ordinary and prudent care in the use of machinery, equipment and manpower within the cemeteries in order to avoid damage. Any damage caused by the contractor or his employees shall be reported to the Sexton within two (2) business days of occurrence.
6. Contractor may elect to submit a Six - (6) year proposal for Cemetery Maintenance. The cost for Cemetery Maintenance shall remain the same as bid for the first year, however you may elect to have the maintenance contract amount for the renewal year increase or decrease equivalent to the average National Consumer Price Index for the prior year. (You must state as part of your proposal if you want the amount tied to the CPI)

The grave opening/closing amounts will not be changed during the term or any approved extension of this contract unless the City Council approves an increase or decrease in the fees charged for these services. In the event the charges are adjusted the contractor's payment will be adjusted accordingly.

The Contract will be awarded for one year with the option to extend it for five additional one-year terms.

7. The Successful Contractor shall during the term of this agreement carry General Liability insurance as required under Oklahoma Statutes Political Subdivision Tort Claims Act. The successful contractor shall also carry Workers Compensation insurance, if applicable. Proof of insurance shall be provided by the contractor to the City within ten (10) days of the contract being awarded. Attach certificates of insurance, if available, at time of bid submission.
8. The term of this contract shall be from January 1, 2019 through December 31, 2024.
9. Either party may terminate the contract upon 30 days written notice to the other party.
10. The City reserves the right to select the lowest and most responsible proposal for the specifications herein. The proposal price will be one of the determining factors that will

be used to evaluate and award the bid; however, it will not be the primary factor used to award the contract.

11. The proposed contract is attached. The contract is part of the bid specification.

GRAVE OPENINGS AND CLOSINGS

These specifications will cover openings and closing for all graves or funerals taking place in any cemetery owned by the City of Chickasha.

- The following charges are set by City Ordinance and Charter and are the maximum amount that the City may charge for the listed services. State law requires that a percentage of all monies received from interments and disinterments be placed in a Cemetery Care Fund.

MAXIMUM AMOUNT CHARGED BY CITY		⁽¹⁾ AMOUNT PAID TO CONTRACTOR
A. Weekday Opening	\$450.00	\$175.00
B. Weekday Opening cremains	\$250.00	\$112.50
C. Weekday Opening Infant 40" x 24"	\$225.00	\$62.50
D. Saturday Opening	\$650.00	\$225.00
E. Saturday Opening cremains	\$375.00	\$131.25
F. Saturday Opening Infant up to 40" x 24"	\$350.00	\$75.00
G. Graves dug for indigents	NO CHARGE	NO CHARGE
H. All disinterment's (in accordance with applicable state law) (Public)	N/A	Amount awarded on bid
I. Disinterment's (City) ²		

⁽¹⁾ The amounts listed will be the amount that will be paid to the Contractor for these services

⁽²⁾ This will be the amount the Contractor will charge the City when the City, not a funeral home or relative, request that a disinterment take place.

- The contractor agrees to provide the service of opening and closing each grave.
- Sufficient manpower and equipment shall be provided. Contractor shall provide a list of equipment and manpower as part of the bid proposal.
- Any grave opened more than 12 hours prior to the actual funeral will be barricaded completely on all four sides and/or covered with appropriate materials that will support a minimum weight of 200 pounds. At the direction of the Cemetery Sexton, the contractor may be required to cover or barricade any open grave, if, in the opinion of the Sexton, it is a safety hazard.
- Contractor shall not be required to remove dirt excavated during the grave opening process from the grave site prior to graveside services. However, the dirt shall be placed as directed by the sexton so that it does not interfere with the services.

GROUNDS MAINTENANCE

The specifications below cover complete lawn and maintenance care of Rose Hill and Fairlawn Cemeteries.

1. Contractor shall be paid a flat monthly rate for mowing as agreed to with the deductions required by State Law.
2. Minimum mowing's per month shall be: April – 1 time; May – 2 times; June – 4 times; July – 4 times; August – 2 times; September – 2 times; October – 1 time.

Additional mowing shall occur whenever grass, weeds or other ground cover reaches a height of three (3) inches. The City reserves the right to require additional mowing during the year if the Sexton deems it necessary. Contractor will notify the Sexton by the end of the next business day after mowing and trimming is complete for inspection purposes. Failure to notify the Sexton will be considered a breach of this contract.

3. Contractor shall provide tractors, riding mowers, weed eaters, and push mowers as appropriate. Contractors mowing equipment shall have mulching attachments and used when conditions warrant. Attach a list of equipment and manpower available.
4. Curb edging shall be done as needed and at a minimum of once a month on 9th St., 12th St., Alabama St., and Grand Ave. at Rose Hill Cemetery or more often at the discretion of Cemetery Sexton. Grass shall not be blown into the street. Any grass clippings on the street shall be cleaned up immediately. Edging of the sidewalks on Grand Ave. will be done every time the curbs are edged.
5. Trimming of trees and shrubs as needed shall be included. The cost of this item shall be included as part of this contract. Sexton may require specific trees and/or shrubs to be trimmed or removed, as he deems appropriate.
6. Dead trees/shrubs shall be removed, with stumps removed, after approval of Cemetery Sexton each fall.
7. Non-selective herbicides (i.e. Roundup™) shall be applied at the headstones and fence line to control weeds and grass, after approval by the Cemetery Sexton. Herbicide shall **not** be sprayed farther than 2 inches out from the base of the headstone or fence line. Broadleaf herbicides shall be applied as recommended by the manufacturer to control and eliminate broadleaf weeds. The first application of broadleaf herbicide shall be a pre-emergent applied before spring germination as recommended by the manufacturer. The contractor shall submit a written broadleaf herbicide application plan as part of the bid proposal. The plan shall include the names of the herbicides to be applied and the general time frame of application.
8. Removal of flowers ten (10) days after funeral shall be required.
9. Leveling of new graves shall be required, as well as sprigging of Bermuda grass when deemed necessary by the Sexton.
10. It shall be the responsibility of the Contractor to inspect all gravesites immediately after any rain and take appropriate action to fill and level any graves.

11. Pick up of trash within the cemetery and along the fence lines, (interior & exterior) at least once a week or as often as appropriate.
12. Weeds and grass shall be kept trimmed out of all fences and away from all buildings. Weeds and grass shall be trimmed at least eighteen inches (18") away from the north south and west fences at Fairlawn. Contractor is responsible for mowing the rights of way between the fence and the roads surrounding Rose Hill Cemetery and on the east side of Fairlawn Cemetery. The fenced area outside the Fairlawn Cemetery entrance where the old shop building was located will be mowed every time Fairlawn Cemetery is mowed.
13. Contractor shall pay for one hundred percent (100%) of all utilities at the shop building at Rosehill to include gas, and electric.
14. Contractor shall be responsible for cleaning the interior of the Cities mausoleum before each City Holiday. Contractor shall have use of Rose Hill Shop Building and may not sub-let the building, or any portion thereof.
15. All trimming of shrubs/trees and weed eating/edging shall be accomplished as necessary, but must be accomplished for the first time each calendar year prior to April 1st.
16. The Contractor shall be responsible for the weeding, watering and planting of plant Material furnished by the City in and around the flower beds located at the entrances of both Fairlawn and Rosehill Cemeteries. Plants at the entrance of both cemeteries will be kept trimmed to eliminate overgrowth and to keep lighting and lettering visible.
17. The City will assist the Contractor with clean-up caused by storm damage or third parties..

BID RETURN SHEET**Cemetery Care**

1. (April – October) \$ _____ Per Month
\$ _____ Total for 7 Months

(November – March) \$ _____ Per Month
\$ _____ Total for 5 Months

TOTAL FOR ONE YEAR* \$ _____
* (See General Requirements Item 6)

GRAVE OPENING/CLOSING SERVICES

a. Weekday Opening \$ 175.00 Each
b. Weekday Opening cremains \$ 112.50 Each
c. Weekday Opening Infant up to 40" x 24" \$ 62.50 Each
d. Saturday Openings \$ 225.00 Each
e. Saturday Openings cremains \$ 131.25 Each
f. Saturday Openings Infant up to 40" x 24" \$ 75.00 Each

g. Disinterment's
Public \$ _____ Each
** City \$ _____ Each
h. Indigents \$ NO CHARGE Each
** (See Grave Openings/Closings Item 1)

THIS COMPLETED BID FORM MUST BE SUBMITTED WITH BID DOCUMENTS.

DATE: _____ FIRM NAME: _____

PHONE: _____ BY: _____

FAX: _____ TITLE: _____

E-MAIL ADDRESS: _____

U.S. BUREAU OF LABOR STATISTICS


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Economic News Release


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[in](#)


Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U. S. city average, by detailed expenditure category

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, November 2019
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Oct. 2019	Unadjusted percent change		Seasonally adjusted percent change		
		Nov. 2018- Nov. 2019	Oct. 2019- Nov. 2019	Aug. 2019- Sep. 2019	Sep. 2019- Oct. 2019	Oct. 2019- Nov. 2019
All items	100.000	2.1	-0.1	0.0	0.4	0.3
Food	13.250	2.0	-0.1	0.1	0.2	0.1
Food at home	7.183	1.0	-0.3	0.0	0.3	0.1
Cereals and bakery products	0.946	1.1	-0.1	0.5	-0.1	0.1
Cereals and cereal products	0.301	0.3	-0.5	-0.1	-0.2	0.0
Flour and prepared flour mixes	0.039	-0.4	-3.6	0.3	-0.6	-0.8
Breakfast cereal(1)	0.146	-0.2	-0.7	-0.3	0.2	-0.7
Rice, pasta, cornmeal(1)	0.116	1.0	0.8	-1.1	-0.5	0.8
Rice(1)(2)(3)		-1.6	-0.7	-0.3	0.4	-0.7
Bakery products(1)	0.645	1.5	0.1	0.7	-0.2	0.1
Bread(1)(2)	0.192	3.8	1.3	1.6	0.0	1.3
White bread(1)(3)		4.6	1.4	2.3	-0.1	1.4
Bread other than white(1)(3)		2.7	1.0	0.6	0.3	1.0
Fresh biscuits, rolls, muffins(2)	0.090	-1.2	-0.2	0.4	0.2	-0.3
Cakes, cupcakes, and cookies	0.160	0.8	1.4	-0.2	-1.3	0.8
Cookies(2)		0.5	-0.2	0.1	-0.7	-0.4
Fresh cakes and cupcakes(1)(3)		2.6	4.3	-0.5	-2.5	4.3
Other bakery products	0.203	1.0	-2.1	0.8	-0.2	-0.7
Fresh sweetrolls, coffeecakes, doughnuts(1)(3)		2.7	-0.1	0.3	0.2	-0.1
Crackers, bread, and cracker products(3)		0.5	-4.7	0.8	0.0	-2.3
Frozen and refrigerated bakery products, pies, tarts, turnovers(3)		0.4	-0.3	0.9	-0.6	1.1
Meats, poultry, fish, and eggs	1.580	1.0	0.0	0.3	0.6	0.3
Meats, poultry, and fish	1.498	1.6	-0.1	-0.1	0.8	0.3
Meats	0.943	2.5	0.0	0.2	0.7	0.6
Beef and veal	0.427	2.6	0.2	0.6	1.3	0.3
Uncooked ground beef(1)	0.170	2.2	-0.1	-0.4	1.3	-0.1
Uncooked beef roasts(1)(2)	0.060	4.8	1.2	-0.6	-3.0	1.2
Uncooked beef steaks(2)	0.159	2.2	-0.1	0.4	1.7	0.6
Uncooked other beef and veal(1)(2)	0.038	3.2	1.0	1.1	-0.1	1.0
Pork	0.298	2.7	-0.6	0.5	0.7	1.3
Bacon, breakfast sausage, and related products(2)	0.134	2.9	-1.3	0.1	1.6	1.4
Bacon and related products(3)		3.8	-0.5	-0.6	2.8	2.4
Breakfast sausage and related products(2)(3)		1.9	-2.6	1.1	0.1	0.1
Ham	0.057	5.3	-2.9	-0.4	1.6	0.4
Ham, excluding canned(3)		5.2	-3.0	-0.7	2.3	0.4
Pork chops(1)	0.042	2.2	2.8	-1.0	-2.7	2.8
Other pork including roasts, steaks, and ribs(2)	0.066	0.7	0.8	1.4	1.1	0.5
Other meats	0.218	1.9	0.3	-0.7	-0.3	0.4
Frankfurters(3)		2.3	1.0	-5.0	1.0	1.1
Lunchmeats(2)(3)		2.1	0.3	-0.1	-0.3	0.5
Lamb and organ meats(1)(3)						

Footnotes

- (1) Not seasonally adjusted.
 (2) Indexes on a December 1997=100 base.
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Expenditure category	Relative importance Oct. 2019	Unadjusted percent change		Seasonally adjusted percent change		
		Nov. 2018-Nov. 2019	Oct. 2019-Nov. 2019	Aug. 2019-Sep. 2019	Sep. 2019-Oct. 2019	Oct. 2019-Nov. 2019
Lamb and mutton ⁽¹⁾⁽²⁾⁽³⁾						
Poultry ⁽¹⁾	0.308	0.1	-0.3	-0.4	0.8	-0.3
Chicken ⁽¹⁾⁽²⁾	0.251	0.1	0.1	-1.1	1.1	0.1
Fresh whole chicken ⁽¹⁾⁽³⁾		-0.3	-0.3	-2.2	2.1	-0.3
Fresh and frozen chicken parts ⁽¹⁾⁽³⁾		0.1	0.1	-0.6	1.0	0.1
Other uncooked poultry including turkey ⁽²⁾	0.056	0.0	-2.2	2.5	-0.8	0.5
Fish and seafood	0.247	0.0	0.0	-0.8	1.2	-0.4
Fresh fish and seafood ⁽²⁾	0.127	0.1	-0.2	-0.7	1.8	-0.5
Processed fish and seafood ⁽²⁾	0.120	-0.2	0.2	-0.1	0.2	-0.3
Shelf stable fish and seafood ⁽¹⁾⁽³⁾		-0.3	-0.9	1.9	-0.6	-0.9
Frozen fish and seafood ⁽³⁾		0.7	0.6	-1.4	1.5	0.4
Eggs	0.082	-7.9	0.8	6.5	-2.7	0.5
Dairy and related products	0.725	2.6	0.4	0.2	0.1	0.6
Milk ⁽²⁾	0.203	3.9	0.7	0.1	0.3	0.2
Fresh whole milk ⁽³⁾		4.4	0.5	-0.5	0.9	0.4
Fresh milk other than whole ⁽²⁾⁽³⁾		3.3	0.8	0.0	-0.1	0.6
Cheese and related products ⁽¹⁾	0.236	2.8	0.6	0.2	1.2	0.6
Ice cream and related products	0.104	1.8	0.2	1.1	1.0	0.2
Other dairy and related products ⁽¹⁾⁽²⁾	0.182	1.3	-0.2	-0.4	-1.5	-0.2
Fruits and vegetables	1.268	0.4	-1.3	-1.0	0.9	-0.7
Fresh fruits and vegetables	1.001	-0.1	-1.3	-1.3	0.9	-1.0
Fresh fruits	0.530	-1.5	-2.3	-1.2	1.6	-1.6
Apples	0.074	0.0	-3.2	-2.6	3.8	-2.6
Bananas ⁽¹⁾	0.078	2.0	0.8	-0.4	0.8	0.8
Citrus fruits ⁽²⁾	0.158	-3.0	-5.0	0.5	1.6	3.7
Oranges, including tangerines ⁽³⁾		-2.1	-5.2	-0.3	0.8	5.5
Other fresh fruits ⁽²⁾	0.220	-2.1	-1.2	-2.3	0.3	-3.0
Fresh vegetables	0.471	1.5	-0.2	-1.5	0.2	-0.3
Potatoes	0.082	5.6	-8.1	1.4	1.2	-2.6
Lettuce	0.063	14.5	6.3	-3.1	2.7	3.3
Tomatoes ⁽¹⁾	0.074	-4.7	3.0	-0.1	-1.0	3.0
Other fresh vegetables	0.252	-0.7	-0.1	-2.0	-0.2	-0.3
Processed fruits and vegetables ⁽²⁾	0.267	2.1	-1.1	0.1	0.8	0.4
Canned fruits and vegetables ⁽²⁾	0.148	3.3	-2.3	0.5	0.5	-0.4
Canned fruits ⁽²⁾⁽³⁾		1.7	-0.9	-0.6	0.2	0.9
Canned vegetables ⁽²⁾⁽³⁾		3.9	-3.1	1.5	0.4	-1.3
Frozen fruits and vegetables ⁽²⁾	0.076	0.0	0.1	-0.2	1.0	1.4
Frozen vegetables ⁽³⁾		1.5	0.1	-0.1	0.8	1.5
Other processed fruits and vegetables including dried ⁽²⁾	0.043	2.1	0.8	-0.4	0.5	1.7
Dried beans, peas, and lentils ⁽¹⁾⁽²⁾⁽³⁾		0.0	0.1	-1.2	2.9	0.1
Nonalcoholic beverages and beverage materials	0.860	1.7	-0.1	0.1	-0.3	0.6
Juices and nonalcoholic drinks ⁽²⁾	0.614	1.9	-0.3	0.3	-0.3	0.4
Carbonated drinks	0.257	2.8	-0.2	0.5	-1.4	2.3
Frozen noncarbonated juices and drinks ⁽¹⁾⁽²⁾	0.008	-3.1	0.2	-2.2	-0.5	0.2
Nonfrozen noncarbonated juices and drinks ⁽²⁾	0.349	1.4	-0.3	0.2	0.7	-0.7
Beverage materials including coffee and tea ⁽²⁾	0.246	1.0	0.3	-0.1	-0.3	0.9
Coffee	0.157	0.4	0.4	-0.9	-0.3	1.7
Roasted coffee ⁽³⁾		-0.1	0.2	-0.9	0.2	1.5
Instant coffee ⁽¹⁾⁽³⁾		2.3	1.7	-2.8	-1.7	1.7
Other beverage materials including tea ⁽¹⁾⁽²⁾	0.090	2.1	0.1	0.8	-0.1	0.1
Other food at home	1.804	0.4	-0.1	0.3	0.2	0.0
Sugar and sweets ⁽¹⁾	0.281	3.4	-0.1	1.6	0.1	-0.1
Sugar and sugar substitutes	0.042	3.2	-1.8	1.0	0.5	0.6
Candy and chewing gum ⁽¹⁾⁽²⁾	0.186	4.2	0.6	2.0	0.2	0.6
Other sweets ⁽²⁾	0.053	0.8	-1.2	0.6	0.9	-1.7
Fats and oils	0.208	-0.9	-1.5	0.1	0.2	0.2
Butter and margarine ⁽²⁾	0.059	-1.4	-2.5	-0.6	0.5	-0.1

Footnotes

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Butter ⁽³⁾		-0.9	-3.1	-0.9	0.6	-0.7
Margarine ⁽³⁾		-0.7	-1.1	1.5	-0.2	1.3
Salad dressing ⁽²⁾	0.051	0.2	-0.7	0.6	-0.1	1.4
Other fats and oils including peanut butter ⁽²⁾	0.098	-1.3	-1.3	0.4	0.1	0.1
Peanut butter ⁽¹⁾⁽²⁾⁽³⁾		-3.5	1.2	-2.8	2.9	1.2
Other foods	1.314	0.0	0.1	0.1	0.2	0.0
Soups	0.079	1.7	-0.3	1.6	-1.0	0.3
Frozen and freeze dried prepared foods ⁽¹⁾	0.229	1.3	0.4	-0.5	1.5	0.4
Snacks ⁽¹⁾	0.301	-2.4	0.0	0.3	-0.4	0.0
Spices, seasonings, condiments, sauces	0.266	-0.3	-1.5	-0.1	0.4	-0.4
Salt and other seasonings and spices ⁽²⁾⁽³⁾		-1.1	-2.3	0.5	0.5	-0.9
Olives, pickles, relishes ⁽¹⁾⁽²⁾⁽³⁾			-2.5	-1.1	2.7	-2.5
Sauces and gravies ⁽²⁾⁽³⁾		-0.9	-1.7	-1.0	0.5	-1.4
Other condiments ⁽³⁾		0.8	-1.1	4.4	-2.2	-0.1
Baby food ⁽¹⁾⁽²⁾	0.051	1.2	-0.2	-0.7	1.1	-0.2
Other miscellaneous foods ⁽¹⁾⁽²⁾	0.389	0.9	1.2	0.3	0.0	1.2
Prepared salads ⁽¹⁾⁽³⁾⁽⁴⁾		0.7	0.6	0.1	2.0	0.6
Food away from home ⁽¹⁾	6.067	3.2	0.2	0.3	0.2	0.2
Full service meals and snacks ⁽¹⁾⁽²⁾	3.023	3.6	0.3	0.3	0.2	0.3
Limited service meals and snacks ⁽¹⁾⁽²⁾	2.573	3.0	0.1	0.2	0.2	0.1
Food at employee sites and schools ⁽²⁾	0.181	1.7	0.1	0.2	0.4	0.1
Food at elementary and secondary schools ⁽¹⁾⁽³⁾⁽⁵⁾		2.4	0.0	1.2	0.2	0.0
Food from vending machines and mobile vendors ⁽¹⁾⁽²⁾	0.093	4.0	0.4	0.2	-0.1	0.4
Other food away from home ⁽¹⁾⁽²⁾	0.197	2.1	0.0	0.5	0.3	0.0
Energy	7.536	-0.6	-0.8	-1.4	2.7	0.8
Energy commodities	4.237	-1.5	-1.0	-2.3	3.5	1.1
Fuel oil and other fuels	0.178	-6.1	1.2	-1.1	0.9	0.8
Fuel oil	0.109	-6.7	0.8	-0.8	0.8	1.4
Propane, kerosene, and firewood ⁽⁶⁾	0.068	-5.0	1.9	-1.9	0.5	0.1
Motor fuel	4.059	-1.3	-1.1	-2.4	3.6	1.1
Gasoline (all types)	3.973	-1.2	-1.1	-2.4	3.7	1.1
Gasoline, unleaded regular ⁽³⁾		-1.4	-1.2	-2.6	3.7	1.0
Gasoline, unleaded midgrade ⁽³⁾⁽⁷⁾		-0.3	-0.8	-1.6	3.0	1.7
Gasoline, unleaded premium ⁽³⁾		0.4	-0.7	-1.5	3.5	1.2
Other motor fuels ⁽²⁾	0.087	-6.0	1.1	-1.6	0.6	1.3
Energy services	3.299	0.6	-0.6	-0.1	1.8	0.4
Electricity	2.571	0.5	-1.2	0.0	1.6	0.3
Utility (piped) gas service	0.728	1.1	1.5	-0.7	2.4	1.1
All items less food and energy	79.214	2.3	0.0	0.1	0.2	0.2
Commodities less food and energy commodities	19.271	0.1	-0.6	-0.3	-0.1	0.0
Household furnishings and supplies ⁽⁸⁾	3.323	0.6	-0.6	0.3	-0.3	-0.1
Window and floor coverings and other linens ⁽¹⁾⁽²⁾	0.247	-4.2	-2.4	0.2	-1.9	-2.4
Floor coverings ⁽¹⁾⁽²⁾	0.054	-1.2	-0.7	-1.7	-1.5	-0.7
Window coverings ⁽¹⁾⁽²⁾	0.043	-2.5	0.4	0.7	-4.3	0.4
Other linens ⁽¹⁾⁽²⁾	0.150	-5.8	-3.9	0.7	-1.4	-3.9
Furniture and bedding	0.886	2.2	-0.3	0.3	-0.1	-0.2
Bedroom furniture ⁽¹⁾	0.321	1.7	-0.4	0.8	0.5	-0.4
Living room, kitchen, and dining room furniture ⁽¹⁾⁽²⁾	0.432	3.5	0.0	1.4	-0.8	0.0
Other furniture ⁽¹⁾⁽²⁾	0.122	-1.0	-1.5	-0.4	2.0	-1.5
Infants' furniture ⁽¹⁾⁽³⁾⁽⁵⁾		21.2	6.4	-1.7	0.1	6.4
Appliances ⁽²⁾	0.213	0.2	-0.9	1.3	-0.4	1.0
Major appliances ⁽²⁾	0.076	-3.8	-2.9	0.9	-2.6	0.5
Laundry equipment ⁽³⁾		-6.6	-1.3	-0.5	1.4	2.1
Other appliances ⁽²⁾	0.134	2.6	0.2	1.9	1.1	1.3
Other household equipment and furnishings ⁽²⁾	0.488	-1.4	-0.6	-0.3	0.2	-0.2

Footnotes

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Clocks, lamps, and decorator items ⁽¹⁾	0.268	-1.8	0.4	-0.6	2.4	0.4
Indoor plants and flowers ⁽⁹⁾	0.091	0.8	-0.8	-1.0	-0.1	0.0
Dishes and flatware ⁽¹⁾⁽²⁾	0.055	1.7	-4.1	0.3	-2.4	-4.1
Nonelectric cookware and tableware ⁽²⁾	0.075	-4.9	-1.4	0.3	0.1	0.5
Tools, hardware, outdoor equipment and supplies ⁽²⁾	0.663	1.5	-1.2	0.6	-0.3	-1.3
Tools, hardware and supplies ⁽¹⁾⁽²⁾	0.195	0.7	-2.2	0.6	-0.2	-2.2
Outdoor equipment and supplies ⁽²⁾	0.308	1.9	-0.5	0.8	-0.5	-0.8
Housekeeping supplies ⁽¹⁾	0.825	1.0	0.3	0.0	0.1	0.3
Household cleaning products ⁽¹⁾⁽²⁾	0.326	0.8	0.1	0.0	-0.1	0.1
Household paper products ⁽¹⁾⁽²⁾	0.222	3.1	1.3	0.5	0.4	1.3
Miscellaneous household products ⁽¹⁾⁽²⁾	0.277	-0.3	-0.3	-0.3	0.2	-0.3
Apparel	3.024	-1.6	-2.5	-0.4	-1.8	0.1
Men's and boys' apparel	0.768	-1.6	-4.4	1.9	-1.2	-2.5
Men's apparel	0.593	-0.9	-4.2	1.0	-1.1	-1.9
Men's suits, sport coats, and outerwear	0.115	4.3	-6.0	-1.8	-0.4	-0.7
Men's underwear, nightwear, swimwear, and accessories	0.153	-2.8	-2.4	2.0	-1.3	-2.0
Men's shirts and sweaters ⁽²⁾	0.170	-3.0	-6.0	0.5	-2.7	-2.4
Men's pants and shorts	0.148	-0.4	-2.7	2.5	-1.1	-1.4
Boys' apparel	0.175	-3.9	-4.9	2.2	-3.9	-3.9
Women's and girls' apparel	1.205	-3.6	-2.3	-1.7	-3.3	1.3
Women's apparel	1.028	-3.9	-2.4	-1.6	-3.3	1.2
Women's outerwear	0.073	-5.6	-4.3	-4.2	-1.2	-0.1
Women's dresses	0.124	-7.9	-6.7	-0.9	1.9	-1.3
Women's suits and separates ⁽²⁾	0.528	-4.1	-1.4	-2.6	-5.7	2.7
Women's underwear, nightwear, swimwear, and accessories ⁽²⁾	0.291	-1.3	-1.9	1.1	-0.6	-1.1
Girls' apparel	0.178	-2.2	-2.0	-2.2	-2.9	2.0
Footwear	0.672	1.9	-1.0	-0.1	-0.5	0.5
Men's footwear ⁽¹⁾	0.215	1.0	-0.6	1.5	-0.6	-0.6
Boys' and girls' footwear	0.162	3.1	-1.2	-1.9	0.4	0.0
Women's footwear	0.295	1.9	-1.3	-0.2	-0.9	0.9
Infants' and toddlers' apparel	0.132	-4.1	-1.7	-1.2	-1.9	-0.1
Jewelry and watches ⁽⁶⁾	0.246	1.2	-2.0	-1.1	0.6	1.7
Watches ⁽¹⁾⁽⁶⁾	0.098	1.8	-0.3	-2.8	3.4	-0.3
Jewelry ⁽⁶⁾	0.148	0.8	-3.1	0.3	0.4	-0.2
Transportation commodities less motor fuel ⁽⁸⁾	6.454	-0.1	-0.2	-0.7	0.4	0.2
New vehicles	3.625	-0.1	0.0	-0.1	-0.2	-0.1
New cars and trucks ⁽²⁾⁽³⁾		-0.1	0.0	-0.1	-0.2	-0.1
New cars ⁽³⁾		0.0	0.0	-0.3	-0.1	-0.2
New trucks ⁽³⁾⁽¹⁰⁾		0.1	0.1	-0.1	-0.1	-0.1
Used cars and trucks	2.340	-0.4	-0.7	-1.6	1.3	0.6
Motor vehicle parts and equipment ⁽¹⁾	0.379	2.2	0.4	0.6	-0.2	0.4
Tires ⁽¹⁾	0.223	2.4	0.6	0.8	-0.7	0.6
Vehicle accessories other than tires ⁽¹⁾⁽²⁾	0.156	1.8	0.2	0.5	0.4	0.2
Vehicle parts and equipment other than tires ⁽¹⁾⁽³⁾		1.9	0.5	0.4	0.5	0.5
Motor oil, coolant, and fluids ⁽¹⁾⁽³⁾		-2.3	-1.3	1.3	-2.4	-1.3
Medical care commodities	1.690	0.6	-0.1	-0.6	1.2	0.1
Medicinal drugs ⁽⁸⁾	1.633	0.6	-0.2	-0.6	1.3	0.0
Prescription drugs	1.295	0.5	-0.3	-0.5	1.8	-0.1
Nonprescription drugs ⁽¹⁾⁽⁸⁾	0.338	0.8	0.2	-0.8	-0.1	0.2
Medical equipment and supplies ⁽¹⁾⁽⁸⁾	0.057	1.9	1.0	-0.4	0.9	1.0
Recreation commodities ⁽⁸⁾	1.761	0.8	-0.1	0.2	0.4	0.1
Video and audio products ⁽⁸⁾	0.204	-9.4	-1.9	-1.0	-0.3	-1.1
Televisions	0.081	-20.3	-3.8	-0.7	-1.5	-2.4
Other video equipment ⁽²⁾	0.026	0.1	-0.8	-0.9	-0.3	1.4
Audio equipment ⁽¹⁾	0.044	0.9	-2.1	0.9	0.5	-2.1
Recorded music and music subscriptions ⁽¹⁾⁽²⁾	0.045	-2.6	0.7	-3.6	0.8	0.7
Pets and pet products ⁽¹⁾	0.607	3.3	0.1	-0.1	0.4	0.1

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Pet food ⁽¹⁾⁽²⁾⁽³⁾		3.7	0.0	-0.3	0.6	0.0
Purchase of pets, pet supplies, accessories ⁽¹⁾⁽²⁾⁽³⁾		2.2	0.1	0.4	0.2	0.1
Sporting goods	0.493	4.6	0.7	1.7	0.6	0.9
Sports vehicles including bicycles ⁽¹⁾	0.290	8.9	1.2	3.0	0.5	1.2
Sports equipment	0.196	-1.3	-0.1	-0.5	0.5	0.1
Photographic equipment and supplies	0.034	3.0	0.1	1.3	-0.8	0.4
Film and photographic supplies ⁽¹⁾⁽²⁾⁽³⁾						
Photographic equipment ⁽²⁾⁽³⁾		3.9	-0.1	1.6	0.7	0.4
Recreational reading materials ⁽¹⁾	0.118	4.9	0.4	-1.7	3.0	0.4
Newspapers and magazines ⁽¹⁾⁽²⁾	0.074	7.2	0.7	-1.9	3.1	0.7
Recreational books ⁽¹⁾⁽²⁾	0.044	1.3	-0.3	-1.2	2.8	-0.3
Other recreational goods ⁽²⁾	0.304	-4.2	-0.9	-0.4	-0.2	-0.6
Toys	0.234	-6.1	-1.5	0.0	-0.7	-1.1
Toys, games, hobbies and playground equipment ⁽²⁾⁽³⁾		-4.4	-1.9	-0.5	-1.3	-1.2
Sewing machines, fabric and supplies ⁽¹⁾⁽²⁾	0.023	4.4	0.9	-2.7	0.3	0.9
Music instruments and accessories ⁽¹⁾⁽²⁾	0.036	3.9	2.0	-1.6	2.7	2.0
Education and communication commodities ⁽⁸⁾	0.501	-4.2	-0.2	-1.2	-1.9	-0.1
Educational books and supplies	0.125	-1.5	0.5	-1.7	-0.5	0.2
College textbooks ⁽¹⁾⁽³⁾⁽¹¹⁾		-3.8	0.5	-2.3	-0.6	0.5
Information technology commodities ⁽⁸⁾	0.377	-5.1	-0.4	-1.0	-2.4	-0.2
Computers, peripherals, and smart home assistant devices ⁽⁴⁾	0.293	-2.4	-0.2	-0.9	-2.4	0.1
Computer software and accessories ⁽¹⁾⁽²⁾	0.022	-13.0	-2.8	-0.1	-0.3	-2.8
Telephone hardware, calculators, and other consumer information items ⁽¹⁾⁽²⁾	0.062	-13.8	-0.8	-1.8	-2.9	-0.8
Alcoholic beverages	0.958	0.5	-0.3	-0.3	-0.3	-0.3
Alcoholic beverages at home	0.596	0.4	-0.5	-0.6	-0.3	-0.4
Beer, ale, and other malt beverages at home	0.267	0.7	-0.2	-0.6	0.3	-0.7
Distilled spirits at home	0.079	-0.6	-0.5	-0.8	-1.5	-0.3
Whiskey at home ⁽¹⁾⁽³⁾		0.7	-0.1	-1.2	-1.8	-0.1
Distilled spirits, excluding whiskey, at home ⁽¹⁾⁽³⁾		-0.6	-0.2	-0.7	-1.0	-0.2
Wine at home	0.251	0.4	-0.7	-0.4	-0.7	-0.3
Alcoholic beverages away from home ⁽¹⁾	0.361	0.5	0.0	0.2	-0.2	0.0
Beer, ale, and other malt beverages away from home ⁽¹⁾⁽²⁾⁽³⁾		-0.6	0.0	0.3	-0.2	0.0
Wine away from home ⁽¹⁾⁽²⁾⁽³⁾		1.1	-0.2	0.2	0.0	-0.2
Distilled spirits away from home ⁽¹⁾⁽²⁾⁽³⁾		1.4	0.1	0.3	-0.1	0.1
Other goods ⁽⁸⁾	1.561	3.3	0.3	0.0	0.2	0.3
Tobacco and smoking products	0.676	5.5	0.7	0.6	-0.4	0.8
Cigarettes ⁽²⁾	0.601	5.8	0.8	0.6	-0.5	1.0
Tobacco products other than cigarettes ⁽¹⁾⁽²⁾	0.060	2.9	0.1	-0.2	0.0	0.1
Personal care products ⁽¹⁾	0.674	0.3	0.1	-0.3	0.3	0.1
Hair, dental, shaving, and miscellaneous personal care products ⁽¹⁾⁽²⁾	0.375	1.4	0.4	-0.3	0.8	0.4
Cosmetics, perfume, bath, nail preparations and implements ⁽¹⁾	0.292	-1.2	-0.4	-0.2	-0.4	-0.4
Miscellaneous personal goods ⁽²⁾	0.211	6.2	-0.2	-1.1	2.3	-0.6
Stationery, stationery supplies, gift wrap ⁽³⁾		7.2	0.3	0.9	2.0	-0.9
Infants' equipment ⁽¹⁾⁽³⁾⁽⁵⁾		-5.8	-5.5	-2.0	2.7	-5.5
Services less energy services	59.942	3.0	0.2	0.3	0.2	0.3
Shelter	33.418	3.3	0.2	0.3	0.1	0.3
Rent of shelter ⁽¹²⁾	33.051	3.4	0.2	0.3	0.0	0.3
Rent of primary residence	7.990	3.7	0.3	0.4	0.1	0.3
Lodging away from home ⁽²⁾	0.939	3.2	-5.0	2.1	-3.8	1.1
Housing at school, excluding board ⁽¹²⁾	0.114	2.1	0.0	0.3	0.1	0.1
Other lodging away from home including hotels and motels	0.825	3.4	-5.6	2.3	-4.4	1.2
Owners' equivalent rent of residences ⁽¹²⁾	24.122	3.3	0.3	0.3	0.2	0.2
Owners' equivalent rent of primary residence ⁽¹²⁾	22.778	3.3	0.3	0.3	0.2	0.2
Tenants' and household insurance ⁽¹⁾⁽²⁾	0.367	0.1	0.0	0.0	0.1	0.0
Water and sewer and trash collection services ⁽²⁾	1.095	2.3	0.3	0.2	0.5	0.2
Water and sewerage maintenance	0.827	3.1	0.3	0.3	0.5	0.2

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		Nov. 2018- Nov. 2019	Oct. 2019- Nov. 2019	Aug. 2019- Sep. 2019	Sep. 2019- Oct. 2019	Oct. 2019- Nov. 2019
Garbage and trash collection(1)(10)	0.268	0.0	0.1	0.1	0.4	0.1
Household operations(1)(2)	0.900	5.4	0.2	-0.2	0.3	0.2
Domestic services(1)(2)	0.300	2.9	0.9	-0.6	1.6	0.9
Gardening and lawn care services(1)(2)	0.308	8.4	0.2		0.0	0.2
Moving, storage, freight expense(2)	0.103	1.4	-2.4	-0.6	-2.2	-2.1
Repair of household items(1)(2)	0.110	7.9	0.3			0.3
Medical care services	7.110	5.1	0.4	0.4	0.9	0.4
Professional services	3.226	1.7	0.1	0.3	0.1	0.2
Physicians' services	1.713	1.4	0.0	0.4	0.2	0.1
Dental services	0.788	3.1	0.1	0.2	0.2	0.3
Eyeglasses and eye care(1)(6)	0.313	1.1	0.3	-0.6	0.4	0.3
Services by other medical professionals(1)(6)	0.412	0.7	0.0	0.4	-0.4	0.0
Hospital and related services	2.630	3.2	0.2	0.0	1.2	0.3
Hospital services(13)	2.349	3.3	0.3	0.0	1.4	0.3
Inpatient hospital services(13)(3)		3.6	0.3	0.1	1.3	0.4
Outpatient hospital services(3)(6)		2.2	0.0	-0.1	0.9	0.2
Nursing homes and adult day services(13)	0.194	2.8	0.1	0.6	0.2	0.2
Care of invalids and elderly at home(1)(5)	0.087	1.7	-0.3	-0.1	0.3	-0.3
Health insurance(1)(5)	1.255	20.2	1.5	1.4	2.2	1.5
Transportation services	5.911	0.8	0.0	0.3	0.1	0.0
Leased cars and trucks(1)(11)	0.613	-3.8	-0.6	0.4	0.0	-0.6
Car and truck rental(2)	0.118	4.9	3.7	0.6	5.6	5.2
Motor vehicle maintenance and repair(1)	1.136	3.2	0.1	0.2	0.2	0.1
Motor vehicle body work(1)	0.057	4.0	-0.1	0.6	0.3	-0.1
Motor vehicle maintenance and servicing(1)	0.644	4.1	0.2	0.5	0.0	0.2
Motor vehicle repair(1)(2)	0.370	1.5	0.0	-0.4	0.3	0.0
Motor vehicle insurance	2.354	-0.2	0.0	0.3	0.0	-0.2
Motor vehicle fees(1)(2)	0.544	2.6	0.1	0.6	0.5	0.1
State motor vehicle registration and license fees(1)(2)	0.280	2.2	0.1	0.7	0.6	0.1
Parking and other fees(1)(2)	0.247	3.1	0.2	0.5	0.4	0.2
Parking fees and tolls(2)(3)		2.3	0.2	0.8	0.1	0.0
Automobile service clubs(1)(2)(3)						
Public transportation	1.145	1.9	-0.1	0.2	-0.5	0.1
Airline fares	0.700	2.0	-0.3	0.8	-0.4	-0.9
Other intercity transportation	0.161	0.6	0.3	0.3	-1.7	0.4
Intercity bus fare(1)(3)(4)		28.0	9.8	1.2	-2.6	9.8
Intercity train fare(1)(3)(4)						
Ship fare(1)(2)(3)		-4.1	-1.1	-0.5	-1.4	-1.1
Intracity transportation(1)	0.276	2.4	0.4	-0.6	0.3	0.4
Intracity mass transit(1)(3)(8)		1.9	0.0	-0.2	0.1	0.0
Recreation services(8)	3.858	2.4	0.5	0.0	0.9	0.6
Video and audio services(8)	1.586	2.4	0.4	0.5	0.6	0.3
Cable and satellite television service(10)	1.501	2.7	0.5	0.5	0.7	0.4
Video discs and other media, including rental of video(1)(2)	0.085	-2.5	-1.4	0.8	-1.6	-1.4
Video discs and other media(1)(2)(3)		-7.2	-1.6	-0.2	-2.8	-1.6
Rental of video discs and other media(1)(2)(3)		4.4	-1.0	0.6	-0.1	-1.0
Pet services including veterinary(2)	0.421	3.9	0.2	0.1	0.4	0.5
Pet services(1)(2)(3)		1.5		0.4		
Veterinarian services(2)(3)		4.7	0.3	0.0	0.3	0.5
Photographers and photo processing(1)(2)	0.036	-4.6	-0.1	-0.2	1.2	-0.1
Photographer fees(1)(2)(3)			-0.3		1.5	-0.3
Photo processing(1)(2)(3)		-1.1	0.3	-0.4	0.5	0.3
Other recreation services(2)	1.813	2.2	0.7	-0.5	1.3	0.8
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees(1)(2)	0.672	2.0	1.1	-0.5	1.0	1.1
Admissions	0.654	3.2	0.2	-0.4	2.1	0.5

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Admission to movies, theaters, and concerts ⁽¹⁾⁽²⁾⁽³⁾		3.3	-0.1	-0.3	0.7	-0.1
Admission to sporting events ⁽¹⁾⁽²⁾⁽³⁾		5.3	3.7	-1.6	1.1	3.7
Fees for lessons or instructions ⁽¹⁾⁽⁶⁾	0.215	0.9	1.2	-1.0	-0.1	1.2
Education and communication services ⁽⁸⁾	6.012	1.9	0.3	0.1	0.2	0.4
Tuition, other school fees, and childcare	2.922	2.4	0.0	0.1	0.2	0.1
College tuition and fees	1.619	1.9	0.0	0.2	0.0	0.1
Elementary and high school tuition and fees	0.339	2.6	0.0	-0.4	0.5	0.2
Child care and nursery school ⁽⁹⁾	0.812	3.3	0.0	0.3	0.2	0.3
Technical and business school tuition and fees ⁽²⁾	0.032	0.6	-0.1	0.9	0.3	0.1
Postage and delivery services ⁽²⁾	0.111	5.4	0.0	0.2	0.3	0.1
Postage	0.097	5.9	0.0	0.2	0.2	0.2
Delivery services ⁽²⁾	0.014	2.2	-0.2	0.4	0.9	-0.3
Telephone services ⁽¹⁾⁽²⁾	2.202	1.3	0.5	0.2	0.3	0.5
Wireless telephone services ⁽¹⁾⁽²⁾	1.614	-0.5	0.2	-0.1	0.0	0.2
Land-line telephone services ⁽¹⁾⁽⁸⁾	0.588	6.8	1.3	1.2	1.1	1.3
Internet services and electronic information providers ⁽²⁾	0.768	1.5	1.2	-0.8	0.3	0.9
Other personal services ⁽¹⁾⁽⁸⁾	1.639	1.6	0.1	0.1	0.2	0.1
Personal care services ⁽¹⁾	0.630	2.9	0.5	0.1	0.3	0.5
Haircuts and other personal care services ⁽¹⁾⁽²⁾	0.630	2.9	0.5	0.1	0.3	0.5
Miscellaneous personal services	1.008	0.9	-0.1	0.2	0.2	0.0
Legal services ⁽¹⁾⁽⁶⁾	0.301	-1.0	-0.2	-0.1	0.0	-0.2
Funeral expenses ⁽¹⁾⁽⁶⁾	0.127	1.6	0.2	0.0	0.1	0.2
Laundry and dry cleaning services ⁽¹⁾⁽²⁾	0.243	3.7	0.1	0.5	0.1	0.1
Apparel services other than laundry and dry cleaning ⁽¹⁾⁽²⁾	0.030	4.1	0.4	-0.1	1.3	0.4
Financial services ⁽⁶⁾	0.236	-0.4	-0.2	0.2	0.3	0.0
Checking account and other bank services ⁽¹⁾⁽²⁾⁽³⁾		0.3	0.0	0.0	0.1	0.0
Tax return preparation and other accounting fees ⁽²⁾⁽³⁾		-0.9	-0.4	0.1	0.2	-0.2

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