

CHICKASHA MUNICIPAL AUTHORITY

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

TIME OF MEETING
6:30 PM

DATE OF MEETING
SEPTEMBER 15, 2025

All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its City/Trust Manager, staff, attorney or to the recommending board, commission or committee.

- 1. Call to Order / Roll Call.**

- 2. Consent Docket:**
 - a. Acceptance of the Minutes of the September 2, 2025, regular meeting.
 - b. Acceptance of the Claims List.
 - c. Accept and ratify the Financial Audit for the Fiscal Year Ending June 30, 2023.
 - d. Authorize Staff to solicit bids for CMA-2503 - Elevated Potable Water Storage Tank Clean, Repair and Paint - Country Club Road Tank.

- 3. Discussion/Approval of Items Removed from Consent Docket:**

4. Consideration and Discussion Items:

- a. Discussion, consideration, and possible action to approve Resolution No. 2025-25R to authorize the publication of public sale and public auction pursuant to 64 O.S. Section 1081 and 1082 for an oil and gas mining lease for oil and gas development covering real property in Section 28, Township 7 North, Range 7 West and more specifically set forth in the Resolution
- b. Discussion, consideration, and possible action to enter into a Golf Course Maintenance and User Agreement with the Chickasha Golf Foundation for the Chickasha golf course and authorize the Chairman to execute the same.

5. Motion for Adjournment.

CHICKASHA



Meeting Type: CMA Agenda 9-15-2025

Meeting Date: 9/15/2025

Department: City Clerk

Agenda Item No. 2.a.

AGENDA ITEM: Acceptance of the Minutes of the September 2, 2025, regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Fund	Account	Amount
(To)		
FUND	ACCOUNT	AMOUNT
(From)		

Meeting Date:
September 15, 2025

V. ATTACHMENTS:

1. CMA 9-2-2025

September 2, 2025

The **REGULAR** meeting of the **CHICKASHA MUNICIPAL AUTHORITY** was held in the council chambers in city hall on the 2nd day of September 2025 as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Chairman Grayson called the meeting to order at 8:03 p.m.

ITEM 1.

Call to Order / Roll Call:

CHAIRMAN AND TRUSTEES

PRESENT:

Zachary Grayson, Chairman
Georgianne Hebblethwaite, Vice Chairman
Lisa Hatchett
Kim Irving
Kea Ginn
Erica Alexander
Charlie Burruss
Clark Southard

ABSENT:

John Smith

STAFF

PRESENT:

Jim Crosby, City Manager
Rachel Bernish, Asst. City Manager
Amanda Mullins, City Attorney
Susan M. McDaniel, City Clerk
G. G. Music, Police Chief
Tony Samaniego, Fire Chief
Lillie Huckaby, Library Director
Omar Fierro, Public Works Director
Spencer Winzenried, Parks & Rec Director
Lillie Huckaby, Library Director
Rich Edwards, Comptroller
Tracey Austin, HR Director
Shae Mortimer, Marketing and Civic Engagement Manager

ITEM 2.

Consent Docket: ITEM 2a – ITEM 2.

ITEM 2a.

Acceptance of the Minutes of August 18, 2025, regular meeting.

ITEM 2b.

Acceptance of the Claims List.

- ITEM 2c. Authorize the City Manager to solicit bids for the new water treatment plant.**
- ITEM 2d. Authorize the Mayor to execute two pipeline easements at Lake Chickasha in Caddo County.**
- ITEM 2e. Accept and ratify a Letter of Engagement with Crawford and Associates and authorize the Chairman to execute the documents.**

*Motion by Trustee Hebblethwaite, second by Trustee Alexander to approve Items 2a – 2e.

Roll call vote:

Ayes:” Hatchett, Irving, Ginn, Hebblethwaite, Alexander, Southard, and Grayson.

“Nays:” Burruss

“Abstain:” None.

Motion carried. 7-1

ITEM 3. Discussion / Approval of Items Removed from Consent Docket:

No Action Taken.

ITEM 4. Consideration and Discussion Items:

- ITEM 4a. Discussion, consideration, and possible action approve a settlement and authorize execution of a Mutual Release of All Claims in resolution of the lawsuit Chisholm Trail Development, LLC v City of Chickasha and Chickasha Municipal Authority, Grady County Case No. CJ-2021-230, including dismissal of the counterclaim.**

*Motion by Trustee Hatchett, second by Trustee Hebblethwaite to approve a settlement and authorize execution of a Mutual Release of All Claims in resolution of the lawsuit Chisholm Trail Development, LLC v City of Chickasha and Chickasha Municipal Authority, Grady County Case No. CJ-2021-230, including dismissal of the counterclaim.

Roll call vote:

Ayes:” Hatchett, Irving, Ginn, Hebblethwaite, Alexander, Southard, and Grayson.

“Nays:” None

“Abstain:” Burruss

Motion carried. 7-0-1

ITEM 5. Motion to Adjourn.

*Motion by Trustee Alexander, second by Trustee Hebblethwaite to adjourn.

Chickasha Municipal Authority Meeting 9-2-2025
TIME 8:03 P.M.

Meeting adjourned.

TIME: 8:05 PM

Approved this 15th day of September 2025.

Zachary Grayson, Chairman

Susan M. McDaniel, CMC – City Clerk

(ATTEST)

CHICKASHA

Meeting Type: CMA Agenda 9-15-2025

Meeting Date: 9/15/2025

Department: Finance

Agenda Item No. 2.b.

AGENDA ITEM: Acceptance of the Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Fund	Account	Amount
(To)		
FUND	ACCOUNT	AMOUNT
(From)		

Meeting Date:
September 15, 2025

V. ATTACHMENTS:

CHICKASHA

Meeting Type: CMA Agenda 9-15-2025

Meeting Date: 9/15/2025

Department: Finance

Agenda Item No. 2.c.

AGENDA ITEM: Accept and ratify the Financial Audit for the Fiscal Year Ending June 30, 2023.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Fund	Account	Amount
(To)		
FUND	ACCOUNT	AMOUNT
(From)		

Meeting Date:
September 15, 2025

V. ATTACHMENTS:

CHICKASHA



Meeting Type: CMA Agenda 9-15-2025

Meeting Date: 9/15/2025

Department: Public Works

Agenda Item No. 2.d.

AGENDA ITEM: Authorize Staff to solicit bids for CMA-2503 - Elevated Potable Water Storage Tank Clean, Repair and Paint - Country Club Road Tank.

I. BACKGROUND/DESCRIPTION:

The Country Club Water Tower is a critical component of the City's water distribution system. Over time, the tank has experienced wear and deterioration due to age, weather exposure, and continuous service. Staff inspections indicate the presence of areas that could develop a leak and some surface corrosion, which, if left unaddressed, could lead to further structural decline and potential service interruptions.

To preserve the integrity of this important asset and maintain reliable service, Public Works recommends that the water Tower undergo rehabilitation. This process would include:

- Locating and repairing any possible leaks.
- Blasting the tank interior and exterior to remove rust and contaminants.
- Applying a new protective coating to extend the life of the tank.

Performing this work now will help prevent more costly emergency repairs, extend the tank's service life, and ensure safe and consistent water quality for residents.

II. RECOMMENDED ACTION:

Authorize Staff to solicit bids for CMA-2503 - Elevated Potable Water Storage Tank Clean, Repair and Paint - Country Club Road Tank.

III. FISCAL INFORMATION - \$300,000.00 has been set aside for these repairs to include all engineering fees and rehabilitation

IV. FUND INFORMATION:

Dept. Director:

Omar Fierro, Public Works Director

Fund	Account	Amount
(To)		

	FUND	ACCOUNT	AMOUNT
Meeting Date: September 15, 2025	(From)		

V. ATTACHMENTS:

1. CMA-2503 CCRD TANK RFP SNS



**RFP CMA-2503
ELEVATED POTABLE WATER STORAGE TANK
CLEAN, REPAIR AND PAINT
COUNTRY CLUB ROAD TANK**

**CHICKASHA MUNICIPAL AUTHORITY
OK1010821**

CHICKASHA, OKLAHOMA

SPECIFICATIONS & CONTRACT DOCUMENTS

Prepared by:



CHISHOLM TRAIL CONSULTING, LLC

CA 7771
PO Box 684
Marlow, Ok 73055
580-467-8130
rscottv11@gmail.com



Randall Scott Vaughn, P.E.
(digitally signed)

OK P.E. No. 15194

September 2, 2025
Date

**RFP CMA-2503
ELEVATED POTABLE WATER STORAGE TANK
CLEAN, REPAIR AND PAINT
COUNTRY CLUB ROAD TANK**

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June 4, 2020 Inspection Report

**Request for Proposals – RFP CMA-2503
ELEVATED POTABLE WATER STORAGE TANK
CLEAN, REPAIR AND PAINT
COUNTRY CLUB ROAD TANK**

Advertise Dates: **September 25, 2025
October 2, 2025**

The Chickasha Municipal Authority, Chickasha, Oklahoma, is accepting sealed proposals for the **RFP CMA-2503 Elevated Potable Water Storage Tank Clean, Repair and Paint – Country Club Road Tank**.

The project consists of cleaning, repairing and painting the Country Club Road elevated potable water storage tank in Chickasha, Oklahoma.

Bids shall be made in accordance with this Invitation for Bids and the Bidding Documents.

There will be a **mandatory** Pre-Bid meeting on **October 9, 2025**, at 10:00 a.m. at the Public Works Department Conference Room, 502 N. Genevieve, Chickasha, Oklahoma, 73018.

Sealed proposals shall be addressed to Jim Crosby, Public Works Director, Chickasha Municipal Authority, 117 North 4th Street, Chickasha, Oklahoma 73018, and shall be labeled “RFP CMA-2503, DO NOT OPEN” and “CMA-2503 Elevated potable water storage Tank Clean, Repair and Paint.” Proposals shall be submitted no later than 1:30 p.m., local time on **October 17, 2025**. It is the sole responsibility of the proponent to ensure that this proposal is actually in the City Hall of the City of Chickasha prior to the expiration of the time and date stated above. Bids will be opened in the City Conference Room, Second Floor – City Hall, 117 N. 4th Street, Chickasha, Oklahoma 73018.

The Issuing Office for the Bidding Documents is: Chickasha Municipal Authority. Technical questions should be emailed to Omar Fierro, Public Works Director, at omar.fierro@chickasha.org or by calling 405.222.6080. Bidding Documents also may be examined at: City of Chickasha Website <http://www.chickasha.org/Bids.aspx>. Bid documents must be obtained by accessing the project on QUESTCDN.com, linked to the previously listed page.

Upon consideration of the proposal, the Chickasha Municipal Authority reserves the right to accept or reject any and all proposals, to waive technicalities and to make any investigation deemed necessary concerning the proponent’s ability to provide the services as covered by the specifications, and to accept what in their judgment is the most advantageous proposal.

Due to the type of project this is, the contractor will not be able to use tax exempt purchases on this project.

Jim Crosby
Jim Crosby, General Manager

C E R T I F I C A T I O N

I certify that the above “Request for Proposal” was posted on the bulletin board of City Hall, City of Chickasha, Oklahoma, on the _____ day of _____, 2025.
Susan McDaniel, City Clerk



117 North 4th Street
Chickasha, Ok 73018

BID PROPOSAL
RFP CMA-2503
ELEVATED POTABLE WATER STORAGE TANK
CLEAN, REPAIR AND PAINT

Submission Deadline October 17, 2025
1:30 p.m.

Proposal of _____

(hereinafter called "Bidder"), organized and existing under the laws of the

State of _____, doing business as _____

to the Chickasha Municipal Authority (hereinafter call "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the construction of **RFP CMA-2503 Elevated Potable Water Storage Tank Clean, Repair and Paint – Country Club Road Tank**, in Chickasha, Ok in strict accordance with the contract documents within the time set forth therein and at the prices stated on the Bid Schedule.

TOTAL BID (WORDS) _____

Bidder: _____ By: _____

Name of Company

Signature & Title

Mailing Address: _____

Phone No

Fax No

Email

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____ 20____.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

BID SCHEDULE

BASE BID					
PAY ITEM	PAY ITEM DESCRIPTION	UNITS	EST QTY	UNIT PRICE	TOTAL PRICE
1	INCIDENTALS	LSUM	1	\$	\$
2	TANK REPAIRS	LSUM	1	\$	\$
3	OVERCOAT INTERIOR	LSUM	1	\$	\$

TOTAL BASE BID (NUMBERS) \$

TOTAL BASE BID (WORDS)

ALTERNATE BID					
---------------	--	--	--	--	--

1	OVERCOAT EXTERIOR	LSUM	1	\$	\$
---	-------------------	------	---	----	----

TOTAL ALTERNATE BID (NUMBERS) \$

TOTAL ALTERNATE BID (WORDS)

TOTAL BID (NUMBERS) \$

TOTAL BID (WORDS)

AFFIDAVIT OF NON-COLLUSION

STATE OF _____)
) ss
COUNTY OF _____)

The undersigned, of lawful age, being first sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City 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 City official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the Chickasha Municipal Authority, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

Bidder: _____ By: _____
Name of Company Signature & Title

Mailing Address: _____

Phone No: _____ Fax No: _____ Email: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY _____ OF 201_.

MY COMMISSION EXPIRES:

NOTARY PUBLIC:

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF _____)
COUNTY OF _____) ss

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

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

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

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

Firm Agent

Address _____

Phone Fax Email

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY _____ OF 20 ____.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

AGREEMENT
(CONTRACT)

Chickasha Municipal Authority
RFP CMA-2503
ELEVATED POTABLE WATER STORAGE TANK
CLEAN, REPAIR AND PAINT
COUNTRY CLUB ROAD TANK

THIS AGREEMENT is dated as of the ____ day of _____, in the year of 20__, by and between the CHICKASHA MUNICIPAL AUTHORITY, hereinafter referred to as OWNER, and _____ hereinafter referred to as the CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the contract documents. The work is generally described as follows:

RFP CMA-2503 ELEVATED POTABLE WATER STORAGE TANK CLEAN, REPAIR AND PAINT - COUNTRY CLUB ROAD TANK

ARTICLE 2. CONTRACT TIME

2.1 The work will be completed by March 15, 2026. Work shall be completed within 60 calendar days after starting work.

2.2 Liquidated Damages. 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 2.1 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 2.1 for substantial completion until the work is substantially complete.

ARTICLE 3. CONTRACT PRICE

3.1 OWNER shall pay CONTRACTOR for performance of the work in accordance with the contract documents in current funds as follows:

_____ Dollars.
(\$ _____)

ARTICLE 4. PAYMENT PROCEDURES

4.1 CONTRACTOR may submit an invoice or application for payment on a monthly basis at any time prior to completion of the work. All payments made by the Owner are subject to

procedures established by the Owner to authorize payment at its regularly scheduled meetings. The Owner regularly scheduled meetings are held on the 1st and 3rd Monday of each month. Invoice or application for payment must be received in the Public Works Department office no less than ten (10) business days prior to the regular meeting at which authorization for payment is to be requested.

4.2 Final Payment. Upon final completion and acceptance of the work, including all submittals, OWNER shall pay the remainder of the contract price, subject to the procedures noted in paragraph 4.1 above.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this agreement, CONTRACTOR makes the following representations:

5.1 CONTRACTOR has familiarized himself with the nature and extent of the contract documents, and the written resolution thereof by the Owner is acceptable to CONTRACTOR.

5.2 CONTRACTOR has given the Owner written notice of all conflicts, errors, discrepancies or omissions that he has discovered in the contract documents, and the written resolution thereof by the Owner is acceptable to CONTRACTOR.

ARTICLE 6. CONTRACT DOCUMENTS

The contract documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this agreement, made a part hereof, and consists of the following:

- 6.1 This agreement (pages 1 to 3 inclusive).
- 6.2 Exhibits to this agreement (pages ____ to ____ inclusive).
- 6.3 Performance and other bonds, consisting of _____ pages.
- 6.4 Notice of Award.
- 6.5 Specifications bearing the title: **RFP CMA-2503 ELEVATED POTABLE WATER STORAGE TANK CLEAN, REPAIR AND PAINT - COUNTRY CLUB ROAD TANK.**
- 6.6 Addenda numbers ____ to ____, inclusive.
- 6.7 CONTRACTOR'S bid (pages _____ to _____, inclusive).
- 6.8 Documentation submitted by CONTRACTOR prior to Notice of Award (pages 1 to ____ inclusive).
- 6.9 Any modification, including change orders, duly delivered after execution of agreement.

There are no contract documents other than those listed above in Article 6.

The contract documents may only be altered, amended, or repealed by written and approved change order.

ARTICLE 7. MISCELLANEOUS

7.1 No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

7.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the contract documents.

IN WITNESS WHEREOF, the parties hereto have signed this agreement in duplicate. One counterpart has been delivered to OWNER and CONTRACTOR. All portions of the contract documents have been signed or identified by OWNER and CONTRACTOR.

This agreement will be effective the _____ day of _____ 20__.

OWNER:
CHICKASHA MUNICIPAL AUTHORITY

CONTRACTOR:

By: _____
Mayor

By: _____
Signature & Title

CORPORATE SEAL
Attest:

CORPORATE SEAL
Attest:

By: _____

By: _____

ADDRESS FOR GIVING NOTICES:

ADDRESS FOR GIVING NOTICES:

Chickasha Municipal Authority

ATTN: General Manager

117 North 4th Street

Chickasha, OK 73018

Phone: 405-222-6045

Phone: _____

Fax: 405-222-6084

Fax: _____

jim.crosby@chickasha.org

Email: _____

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held firmly bound unto the Chickasha Municipal Authority in the sum of _____ DOLLARS (\$_____), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20__.

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

RFP CMA-2503 Elevated Potable Water Storage Tank Clean, Repair and Paint – Country Club Road Tank in Chickasha, Oklahoma (Project)

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

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

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

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

ATTEST:

Secretary

Principal

By: _____

Surety

By: _____

ATTEST:

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

_____, as Principal,
and _____, a corporation
organized under the laws of the State of _____, as Surety, are held and firmly bound unto
the Chickasha Municipal Authority, 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 Chickasha Municipal Authority, dated _____, 20__, for the RFP CMA-2503 Elevated
Potable Water Storage Tank Clean, Repair and Paint – Country Club Road Tank in Chickasha, Oklahoma
(PROJECT) all in compliance with the specifications therefore, made a part of said Contract and on file in
the office of the City Clerk, City of Chickasha, Oklahoma.

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 Chickasha Municipal Authority from any pecuniary loss resulting from
the reach 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 retain in full force and effect.

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

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

Dated this _____ day of _____, 20__.

Principal

ATTEST:

Secretary

By: _____

Surety

ATTEST:

By: _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal,
and _____, as Surety, are
held and firmly bound into the CHICKASHA MUNICIPAL AUTHORITY, a Municipal Trust in
the State of Oklahoma, in the full and just sum of

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

The conditions of this obligation are such, that whereas, said Principal, has by certain contract
between _____ and the CHICKASHA
MUNICIPAL AUTHORITY dated this _____ day of _____ 20____, agreed
to perform for the Chickasha Municipal Authority, RFP CMA-2503 Elevated Potable Water Storage
Tank Clean, Repair and Paint – Country Club Road Tank in compliance with the specifications
therefore, made part of said contract and on file in the office of the City Clerk of the City of
Chickasha; and to maintain the said improvement in the amounts set forth above against any
failure due to workmanship or material for a period of ONE year from the date of acceptance of
the work by the Chickasha Municipal Authority.

NOW THEREFORE, if said Principal shall pay or cause to be paid to the Chickasha Municipal
Authority all damages, 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 year from
and after acceptance of said project by the OWNER; and if Principal shall save and hold
harmless the OWNER from all damages, loss and expense occasioned by or resulting from any
failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be
and remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said
improvements against any failure due to defective workmanship and/or material for a period of
ONE year and at any time repairs shall be necessary, that the cost of making said repairs shall be
determined by the Chickasha Municipal Authority or some person(s) designated by them to
ascertain the same; and if, upon thirty (30) days' notice, the said amount ascertained shall not be
paid by the Principal or Surety herein, or if the necessary repairs are not made, that said amount
shall become due upon the expiration of thirty (30) days and suit may be maintained to recover
the amount so determined in any court of competent jurisdiction; and that the amount so
determined shall be conclusive upon the parties as to the amount due on this bond for the
repair(s) included therein, and that the cost of all repairs shall be so determined from time-to-
time during the life of this bond as the conditions of the improvements may require.

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

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

CCRD TANK

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

ATTEST:

Principal

Secretary

By: _____

Surety

ATTEST:

By: _____

Chickasha Municipal Authority
RFP CMA-2503
ELEVATED POTABLE WATER STORAGE TANK CLEAN, REPAIR AND PAINT
COUNTRY CLUB ROAD TANK

INSTRUCTIONS TO BIDDERS

1. Bid documents and copies of specifications shall be obtained from QUESTCDN.com. Bid documents, plans, and specifications may be examined at the City Clerk's Office at 117 N. 4th Street, Chickasha, Oklahoma or at the Public Works Department Complex, 502 N. Genevieve, Chickasha, Oklahoma 73018.
2. Bidders assume full responsibility for ensuring they have obtained all contract documents, including but not limited to: Bid Proposal forms, affidavits, Specifications, Drawings and Addenda. By submitting a bid for this project, Bidder thereby agrees that he/she has obtained all required documents prior to submitting said bid.
3. Hard copy bidding documents may be obtained from the Engineer for a non-refundable fee of \$100 per set.
4. A cashier's check or a certified check on a solvent bank in Oklahoma or a bid bond in the amount of five percent (5%) of the bid shall accompany the proposal of each bidder, if the total bid price exceeds \$100,000.00. The check or bond shall be made payable to the Owner. All checks or bonds will be returned to unsuccessful bidders. This check or bond shall be as a guarantee of contractor's ability to perform the contract bid upon, and that he will enter into a written contract with the Owner to perform said work and/or furnish said materials in accordance with said specifications and furnish the required bonds within ten (10) business days after the acceptance of his bid. No bidder may withdraw his bid for a period of sixty (60) days after the closing date for the receipt of bids.
5. In accordance with Oklahoma statutes, any bid must be accompanied by a Non-Collusion Affidavit and a Business Relations Affidavit. All bidders shall use the enclosed forms to satisfy this requirement.
6. Any bids received after the closing time will be returned unopened. Minority and small business owners are encouraged to submit proposals.
7. A Maintenance Bond guaranteeing the repair of all damage due to improper materials or workmanship for a period of one (1) year after the acceptance of the work by the Owner will be required.
8. A Performance Bond and a Statutory Payment Bond in the amount of 100% of the contract price each with a Corporate Surety licensed in Oklahoma and approved by the Owner will be required for the faithful performance of the contract, and the bidder shall state in the proposal the name and address of the Surety or Sureties who will sign this bond in case the contract is awarded to him. Copies of required bond forms are included in the bid packet.
9. **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 site and shall be familiar with the physical characteristics and conditions at the construction site prior to submitting a bid.**

RFP CMA-2503
ELEVATED POTABLE WATER STORAGE TANK
CLEAN, REPAIR AND PAINT
COUNTRY CLUB ROAD TANK

PROJECT REQUIREMENTS

1. GENERAL CONDITIONS

- 1.1. Proposal is to clean, repair and paint the elevated potable water storage tank on Country Club Road in Chickasha, Oklahoma as described below and elsewhere herein.
- 1.2. Quoted prices shall remain valid for not less than 60-days.
- 1.3. The prices bid shall be for completed work as specified herein. Details necessary for completed work not listed herein shall be considered incidental to the work and will not be paid for separately.
- 1.4. The Chickasha Municipal Authority reserves the right to reject any and all bids.
- 1.5. City of Chickasha standards and specifications and Oklahoma Department of Environmental Quality (ODEQ) rules and regulations shall govern the technical provisions.
- 1.6. The Owner reserves the right to consider alternative proposals submitted in writing by Bidders or by the Contractor.
- 1.7. Refer to the Drawings for additional information.
- 1.8. Contractor shall be responsible for Quality Control of all products and the work.
- 1.9. The work shall proceed continuously from Notice to Proceed until Final Completion.
- 1.10. Contractor shall perform all work in compliance with OSHA regulations and/or Oklahoma Labor Department requirements.
- 1.11. All work shall comply with ODEQ regulations, AWWA Standards, SSPC Standards and ANSI/NSF Standard 61.
- 1.12. Contractor shall verify dimensions in the field before ordering materials.
- 1.13. Contractor shall participate in a pre-construction conference with the Owner before beginning work.
- 1.14. All materials shall be new and shall be of standard production as offered by the manufacturer, unless otherwise approved by the Owner.
- 1.15. Contractor shall submit electronic (pdf) copies of materials submittals for review and acceptance by the Owner prior to ordering materials. The Owner reserves the right to require submittal of hard copies.
- 1.16. All work shall comply with the applicable Rules, Codes and Standards listed in these Specifications, 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.
- 1.17. 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.

1.18. Purchases of materials for this project shall not be exempt from Sales taxes and use taxes.

1.19. The Owner reserves the right to make such investigations as deemed necessary by the Owner to determine the qualifications of the bidder and 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 require. Such investigations may include references derived from projects completed in Oklahoma by the bidder. The Owner reserves the sole 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 contract and to complete the work contemplated therein.

1.20. An amount of work equal to at least 51 percent of the total contract cost shall be performed by the Contractor's organization.

1.21. Contractor shall schedule operations such that no work takes place during the following events. All work sites shall be cleaned of construction equipment, materials and debris to accommodate all traffic, including pedestrian traffic, during these events.

1.21.1. New Year's Eve and New Year's Day

1.21.2. Good Friday and Easter

1.21.3. Memorial Day and preceding weekend

1.21.4. Independence Day and Independence Day Parade

1.21.5. World's Largest Garage Sale weekend

1.21.6. Labor Day and preceding weekend

1.21.7. Thanksgiving Day and weekend following

1.21.8. Christmas

2. SEQUENCE OF CONSTRUCTION

2.1. The tank can be taken out of service only during the period of October 1 through March 15.

2.2. Contractor shall provide written notice to the Ringling Municipal Authority two weeks in advance of starting work.

2.3. Contractor shall coordinate with owners of tank attachments for temporary removal and/or outages of said attachments.

2.4. Contract time: All work shall be complete 60 calendar days after starting work.

2.5. Flex Start time will be allowed on the project. The successful bidder (Contractor) shall start onsite work at any time within 30 calendar days after Notice to Proceed is issued. All work shall be completed within the allotted contract time starting from the date of the Notice to Proceed or the date onsite work starts, whichever is earlier.

2.6. 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 2.1 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 II.B above for substantial completion until the work is substantially complete.

3. SUMMARY OF WORK

3.1. The Elevated Potable Water Storage Tank is located on City of Chickasha property on West Country Club Road approximately 1.6 miles west of US-81 Highway. The tank is an elevated welded fluted column tank with bowl diameter of 74 feet and bowl height of approximately 70 feet. The bottom of the bowl is approximately 90 feet above ground level. The nominal capacity of the tank is 1,000,000 gallons.

3.2. Incidentals – perform the following, to be considered incidentals:

3.2.1. Mobilize equipment and personnel to site.

3.2.2. Test to determine the presence/non-presence of lead-based paint on the interior and exterior of the tank. Provide a copy of all test reports to the Owner prior to starting any cleaning, repairs or coating.

3.2.3. Cleaning sediment from tank bowl bottom.

3.2.4. All other incidental work necessary to provide a completed project, whether listed herein or not.

3.3. Tank Repairs – perform the following work, to be considered tank repairs:

3.3.1. Install safety climb system. Safety climb system shall be Tuf-Tug Ladder Mount Cable Safe Climb System or approved equivalent.

3.3.2. Install an estimated quantity of 10 each welded 1/4" thick 6"x6" plate patches.

3.3.3. Install 30" roof hatch.

3.3.4. Install "Confined Space Entry" labels per AWWA standards.

3.3.5. Remove and replace roof vent screen with 24-mesh screen. Modify roof vent as necessary.

3.3.6. All repair items shall meet AWWA, AWS, ODEQ and OSHA requirements.

3.4. Overcoat Interior consists of SSPC-SP12 / NACE 5, Condition WJ-2 Very Thorough Cleaning of existing surfaces and overcoating the tank bowl interior. SSPC-SP10/NACE 2 cleaning is required at all patches.

3.5. Overcoat Exterior consists of SSPC-SP12 / NACE 5, Condition WJ-4 Light Cleaning of existing surfaces and overcoating the tank bowl exterior. SSPC-SP10/NACE 2 cleaning is required at all patches.

4. CONSIDERATION OF PROPOSALS

4.1. The Base Bid shall include pay items Incidentals, Repairs and Overcoating Interior.

4.2. The Alternate Bid shall include pay item Overcoat Exterior.

4.3. The Owner reserves the right to award or reject the Alternate Bid.

4.4. If the Alternate Bid is not awarded, the Base Bid shall include painting the exterior at all patch locations.



RFP CMA-2503 GENERAL PROVISIONS

SECTION 101 DEFINITION OF TERMS

Wherever the words, forms or phrases herein defined, or pronouns used in their stead occur in these specifications, in the contract or in the advertisement or any document or instrument herein contemplated or to which these specifications apply, the intent and meaning shall be interpreted as follows:

ADVERTISEMENT - All of the legal publications pertaining to the work contemplated or under contract.

ATTORNEY - The Attorney of the City of Chickasha/Chickasha Municipal Authority or the duly authorized assistants or agents of the Attorney.

AWARD - The decision of the Owner to accept the proposal of the lowest and best bidder for the work, subject to the execution and approval of a satisfactory contract and the required bonds therefor, and to such other conditions as may be specified or otherwise required by law.

AUTHORITY - Chickasha Municipal Authority, acting through its duly authorized representatives or agents.

AUDITOR - The Auditor of the City of Chickasha/Chickasha Municipal Authority of Chickasha, Oklahoma or the duly authorized assistants or agents of the Auditor.

BIDDER - Any person or persons, partnership, company, firm or corporation acting directly or through a duly authorized representative, submitting a proposal for the work contemplated.

CHANGE ORDER - A written order issued by the Owner to the Contractor providing for additions, deletions or revisions to the Work, or for an adjustment in the Contract Price or the Contract Time.

CITY - City of Chickasha, a Municipal Corporation in the State of Oklahoma.

CLERK/TREASURER - The Clerk/Treasurer of the City of Chickasha or the duly authorized assistants or agents of the Clerk/Treasurer.

CONTRACT - The written agreement covering the performance of the work. The contract includes the Advertisement and Notice to Contractors, Proposal, Bonds, Specifications, including special Provisions, Plans, or working drawings and any supplemental agreement pertaining to the work or materials therefore.

CONTRACTOR - The person or persons, partnership, company, firm or corporation entering into contract for the execution of the work, acting directly or through a duly authorized representative.

CONTRACT TIME - The number of calendar days stated in the Agreement to achieve completion of the Contract so that it is ready for final acceptance and final payment. When a calendar date of completion is shown in a proposal, the Contract Time shall be the number of days between the effective date of the Notice to Proceed and the specified Completion Date.

ENGINEER - City Engineer, City of Chickasha/Chickasha Municipal Authority, Oklahoma or the duly authorized agents, engineers, assistants, inspectors or superintendents, acting singularly or severally within the scope of the particular duties entrusted to them.

EXTRA WORK - Any work performed by the Contractor not provided for by the plans, specifications or special provisions.

FURNISH - To supply.

CITY MANAGER/GENERAL MANAGER - The Manager of the City of Chickasha/Chickasha Municipal Authority of Chickasha, Oklahoma.

DIRECTOR OF PUBLIC WORKS - Director of Public Works of the City of Chickasha/Chickasha Municipal Authority, Oklahoma or the duly authorized agents, engineers, assistants, inspectors or superintendents, acting singularly or severally within the scope of the particular duties entrusted to them.

MAINTENANCE BOND - The approved form of security furnished by the Contractor and his Surety as a guarantee that he will maintain the work constructed by him in good condition for the period of time required.

OWNER - The City of Chickasha or Chickasha Municipal Authority, as listed in the Solicitation for Bids or Advertisement for Bids.

OWNER'S REPRESENTATIVE – The individual or company designated by the Owner to represent the Owner during the execution of the work with a duty to protect the Owner's interests in the work.

PERFORMANCE BOND - The approved form of security furnished by the Contractor and his Surety as a guarantee of good faith on the part of the Contractor to execute the work in accordance with the plans, specifications and terms of the contract.

PLAN OR PLANS - All of the drawings pertaining to the contract and made a part thereof, including such supplemental drawings as the Owner may issue from time to time, in order to clarify or explain other drawings or for the purpose of showing changes in the work as authorized under the Section, "Changes and Alterations", or for showing details not shown thereon.

PROPOSAL – The written statement or statements duly filed with the Clerk/Treasure of the person or persons, partnership, company, firm or corporation proposing to do the work contemplated.

PROPOSAL FORM - The approved form on which the formal bids for the work are to be prepared and submitted.

PROPOSAL GUARANTY - The security, designated in the “proposal form” and in the Advertisement, to be furnished by the bidder as a guarantee of good faith to enter into a contract with the Owner and to execute the required bonds for the work contemplated after the work is awarded to him and as liquidated damages in event of failure to do so.

PROVIDE - To furnish and construct, erect or install.

SPECIAL PROVISIONS - The special clauses setting forth conditions or requirements peculiar to the specific project involved, supplementing the Standard Specifications and taking precedent over any conditions or requirements of the Standard Specifications with which they are in conflict.

SPECIFICATIONS - The directions, provisions, and requirements contained herein, together with the “Special Provisions” supplemental hereto, pertaining to the method and manner of performing the work or to the kinds, quantities or qualities of materials to be furnished under the contract, and methods of measurement and basis of payment.

The Standard Specifications, referred to hereinafter, are the editions in effect on the date of the invitation for bids.

STATUTORY BOND - The approved form of Surety furnished by the Contractor and his Surety as a guarantee that he will pay, in full, all bills and accounts for material and labor used in the construction of the work, as provided by law.

SURETY OR SURETIES - The Corporate body which is bound by such bonds as are required with and for the Contractor, and engages to be responsible for the entire and satisfactory fulfillment of the contract and for any and all requirements as set out in the specifications, contract or plans.

THE WORK - All design and construction activities included within the scope of the plans and specifications, including the furnishing of labor, materials, tools, equipment and incidentals, to be performed by the Contractor and Consultant under the terms of the contract.

TREASURER – The Treasurer of the City of Chickasha/Chickasha Municipal Authority of Chickasha, Oklahoma, or the duly authorized assistants or agents of the Treasurer.

TRUSTEES - The Trustees of the Chickasha Municipal Authority.

A.A.N.	American Association of Nurserymen
A.A.R.	Association of American Railroads
A.A.S.H.T.O.	American Association of State Highway and Transportation Officials
A.G.C	Associated General Contractors of America
A.I.A.	American Institute of Architects
A.I.S.C.	American Institute of Steel Construction
A.N.S.I.	American National Standards Institute (United States of American Standards Institute)
A.R.A.	American Railway Association
A.R.E.A.	American Railway Engineering Association
A.S.A.	American Standards Association
A.S.C.E.	American Society of Civil Engineers
A.S.L.A.	American Society of Landscape Architects
A.S.T.M.	American Society for Testing Materials
A.W.P.A.	American Wood Preservers Association
A.W.S.	American Welding Society
A.W.W.A.	American Water Works Association
F.A.A.	Federal Aviation Agency of the U.S. Department of Transportation
F.H.W.A.	Federal Highway Association
F.R.A.	Federal Rail Administration
F.S.S.	Federal Specifications and Standards (General Services Administration)
FM	Factory Mutual
I.E.S.	Illuminating Engineering Society
I.M.S.A.	International Municipal Signal Association
I.T.E.	Institute of Traffic Engineers
M.U.T.C.D.	Manual on Uniform Traffic Control Devices
N.E.C.	National Electrical Code
N.E.M.A.	National Electrical Manufacturers Association
N.S.F.	National Sanitary Foundation
O.A.C.	Oklahoma Aeronautics Commission
O.D.E.Q.	Oklahoma Department of Environmental Quality
O.D.O.T.	Oklahoma Department of Transportation
O.S.D.H.	Oklahoma State Department of Health
O.S.H.A	Occupational Safety and Health Association
O.W.R.B.	Oklahoma Water Resources Board
S.A.E.	Society of Automotive Engineers
S.S.P.C.	Steel Structures Paint Council
U.L.	Underwriter's Laboratory

SECTION 102 PROPOSAL REQUIREMENTS AND CONDITIONS

102.01 CONTENTS OF PROPOSAL FORM. The Owner will furnish bidders with proposal forms which will state the general location and description of the contemplated work and which will contain a list of the items of work to be completed or materials to be furnished and upon which bid prices are requested. The proposal form will state the time limits for commencing and for completing the work and will provide for entering the amount of the proposal guaranty. The proposal form will contain a non-collusion affidavit.

102.02 INTERPRETATION OF PLANS AND SPECIFICATIONS. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, he shall submit to the Owner a written request for an interpretation thereof. The person submitting such request will be responsible for its prompt delivery. An interpretation of the proposed documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations of the proposed documents.

102.03 EXAMINATION OF DOCUMENTS AND SITE OF THE WORK. Bidders are advised that the plans and specifications on file with the Clerk/Treasurer shall constitute all the information which the Owner will furnish. No other information given by the Owner or any official thereof prior to the execution of the contract shall ever become a part of or change the contract, plans or specifications or be binding on the Owner. Bidders are required, prior to submitting any proposal, to read carefully the specifications, the proposal, contract and bond forms; to examine carefully all plans on file with the Clerk/Treasurer; to visit the site of the work; to examine carefully local conditions; to inform themselves by their independent research of the difficulties to be encountered and judge for themselves of the accessibility of the work and all attending circumstances affecting the cost of doing the work or the time required for its completion and obtain all information required to make an intelligent proposal. Bidders shall rely exclusively upon their own estimates, investigations and other data, which are necessary for full information upon which the proposal may be based. It is mutually agreed that submission of a proposal will be evidence that the bidder has made the examination and investigations required herein.

102.04 PREPARATION OF PROPOSAL. The bidder shall submit his proposal in single copy on the forms furnished by the Owner. All blank spaces in the proposal forms shall be correctly filled in and the bidder shall state the prices, written in ink, both in words and numerals, for which he proposes to do the work contemplated or furnish the materials required.

Such prices shall be written distinctly legible, in case of conflict between words and

numerals, the words will govern. If an individual submits the proposal, he must sign his name or his duly authorized agent and list his mailing address. If the proposal is submitted by a firm or partnership, the name and mailing address of the firm or partnership must be listed and the proposal signed by a member of the firm or partnership as a person duly authorized. If the proposal is made by a company or corporation, the company or corporate name and the state under the laws of which said company, or corporation is chartered and the business address must be listed and the proposal signed by an official or agent duly authorized. Powers of Attorney, authorizing agents or others to sign proposals must be properly certified and must be in writing on file with the Clerk/Treasurer.

102.05 NON-COLLUSION AFFIDAVIT. Each proposal or copy thereof shall be accompanied by a sworn statement in writing that the person signing the proposal executed said proposal on behalf of the bidder therein named and that he had lawful authority to do so and that said bidder has not directly or indirectly entered into any agreement, expressed or implied, with any other bidder or bidders having for its object the controlling of the amount of such bid or any bids, the limiting of the bid or bidders, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any bid or the subject matter of the bid or of the profits thereof, and that he had not and will not divulge said sealed bid to any person whatever except those having a partnership or other financial interest with him in said bid, until after the said sealed bids are opened.

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

102.07 FILING OF PROPOSALS. No proposals will be considered by the Owner unless they are filed in sealed envelopes with the Clerk/Treasurer in his office in the City Hall, Chickasha, Oklahoma, within the time limit for receiving proposals, as stated in the advertisement. Each proposal shall be plainly marked on the envelope with the word "Proposal", the name of the project, and the date and hour of opening.

102.08 WITHDRAWAL OF PROPOSALS. Permission will not be granted to withdraw or modify any proposal after it has been filed.

102.09 OPENING OF PROPOSALS. The proposals filed with the Clerk/Treasurer will be opened in public at the time and place stated in the advertisement.

Bidders are invited to attend the bid opening at the time and place set forth in the advertisement.

102.10 IRREGULAR PROPOSALS. Proposals may be considered irregular if they show any omissions, alterations of forms, additions or conditions not requested unauthorized alternate bids or irregularities of any kind. However, the Owner reserves the right to waive technicalities as to changes, alterations or reservations and make the award in the best interest of the Owner.

102.11 REJECTION OF PROPOSALS. The Owner reserves the right to reject any or all proposals, and all proposals submitted are subject to this reservation. Proposals may be rejected for any of the following specific reasons:

- (a) Proposal received after the time limit for receiving proposals as stated in the advertisement;
- (b) Proposal prices obviously unbalanced;
- (c) Summation of proposal prices on any one project above the Engineers estimate of cost for such project;
- (d) Proposal containing any irregularities.

102.12 DISQUALIFICATION OF BIDDERS. Bidders may be disqualified and their proposals not considered for any of the following specific reasons:

- (a) Where more than one proposal for an individual, firm, partnership or corporation is filed under the same or different names and where such proposals are not identical in every respect;
- (b) Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated or materials to be furnished;
- (c) Reason for believing that collusion exists among bidders;
- (d) The bidder being in arrears on any existing contracts, interested in any litigation against the Owner or having defaulted on a previous contract;
- (e) Incomplete work which, in the judgment of the Owner, will hinder or prevent the prompt completion of additional work, if awarded.

SECTION 103 AWARD AND EXECUTION OF CONTRACT

103.01 CONSIDERATION OF PROPOSALS. After the proposals are opened, those proposals containing unit prices will be tabulated for comparison on the basis of the quantities shown in the approximate estimate. Until the final award of the contract, the Owner reserves the right to reject any or all proposals, to waive technicalities and to advertise for new proposals or proceed to do the work otherwise when the best interests of the Owner will be promoted thereby.

Projects advertised as all parts tied: Bidder shall submit a bid for each part. Tied bid projects will be considered on the basis of the total dollar amount bid for all tied parts.

Projects advertised as parts not tied: Bidder may submit a bid for an individual part, or multiple parts, as either tied or separate. Bidder shall clearly indicate the intent of his bids. Bids submitted as tied bids will be considered on the basis of the total dollar amount bid for all tied parts. Bids submitted as separate parts may be considered on the basis of the dollar amount for each part, or the total dollar amount of any combination of parts, when it appears to be in the best interest of the Owner.

103.02 AWARD OF CONTRACT. The Owner reserves the right to withhold the award of the contract for a reasonable period of time from the date of opening the proposals and no award will be made until the necessary investigations are made as to the responsibility of the low bidder. The awarding of the contract shall give the bidder no right of action or claim against the Owner upon such contract until the execution of the contract shall have been completed and the contract delivered to the Contractor. The Owner reserves the right to award all or any portion or portions of the work.

103.03 RETURN OF PROPOSAL GUARANTY. As soon as the proposal prices have been compared, the Owner may, at its discretion, return the proposal guaranties accompanying proposals which in its judgment would not be considered in making the award.

103.04 SURETY BONDS. With the execution and delivery of the contract, the Contractor shall furnish and file with the Owner in the amounts herein required, the following surety bonds:

- (a) A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the approximate total amount of the contract, guaranteeing the full and faithful execution of the work and performance of the contract and for the protection of the Owner and all property owners interested against any damage by reason of the negligence of the Contractor, or the improper execution of the work or the use of inferior materials;

- (b) A good and sufficient Statutory Payment Bond in an amount equal to one hundred percent (100%) of the approximate total amount of the contract, guaranteeing payment for all labor, materials and equipment used in the construction of the improvement.
- (c) A good and sufficient Maintenance Bond in an amount equal to one hundred percent (100%) of the contract price, conditioned for the maintenance in good condition of the improvement for a period of one (1) year from the time of acceptance by the Owner, or as otherwise specified in the Advertisement and Proposal.
- (d) No surety will be accepted who is now in default or delinquent on any bond or who is interested in any litigation against the Owner. AD bonds shall be made on forms acceptable to the Owner and shall be executed by surety companies licensed to do business in the State of Oklahoma and acceptable to the Owner. Each bond shall be executed by the Contractor and the Surety.

Should any surety on the contract be determined unsatisfactory at any time by the Owner, notice will be given to the Contractor to that effect and the Contractor shall forthwith substitute a new Surety or Sureties satisfactory to the Owner. No payment will be made under the contract until the new surety or sureties, as required, have qualified and been accepted by the Owner. The contract shall not be operative nor shall any payments be due until approval of the bonds has been made by the Owner.

103.05 EXECUTION OF CONTRACT. The person(s), partnership, company, firm or corporation to whom a contract is awarded shall within ten (10) business days after such award sign the necessary agreements entering into the required contract with the Owner and execute and deliver the required bonds.

No contract shall be binding on the Owner until it has been approved by the Attorney, executed by the Owner and delivered to the Contractor.

103.06 FAILURE TO EXECUTE CONTRACT. Upon failure of the bidder to execute the required bonds or to sign the required contract within ten (10) business days after the contract is awarded, he will be considered to have abandoned his proposal and the Owner may annul the award. By reason of the uncertainty of market prices of the materials and labor and it being impracticable and extremely difficult to fix the amount of damages to which the Owner would be put by reason of said bidder's failure to execute said bonds and contract within ten (10) business days, the proposal guaranty accompanying the proposal shall be the agreed amount of damages which the Owner will suffer by reason of such failure on the part of the bidder and shall thereupon be retained by the Owner as liquidated damages. The filing of a proposal will be considered as an acceptance of this provision.

103.07 PRE-WORK CONFERENCE. The Contractor and Consultant shall attend a Pre-Work Conference, scheduled by the Owner, to clarify the intent of the work and to present the Contractor's work plan, including progress schedule as provided by Section 107.04, prior to starting work on the project.

SECTION 104 SCOPE OF WORK

104.01 INTENT OF PLANS AND SPECIFICATIONS. The intent of the plans and specifications is to prescribe a complete work or improvement which the Contractor undertakes to provide, in full compliance with the plans, specifications, special provisions, proposal and contract. The Contractor shall provide all work as specified in the plans, special provisions, specifications, proposal and contract, except that specifically shown to be provided by the Owner or others, and shall provide such additional extra and incidental work as may be considered necessary to complete the work in a satisfactory and acceptable manner. He shall furnish all labor, materials, tools, equipment and incidentals necessary to the prosecution of the work.

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

104.03 INCREASED OR DECREASED QUANTITIES OF WORK. The Owner reserves the right to alter the quantities of the work to be performed or to extend or shorten the improvement any time when and as found necessary, by means of change orders, and the Contractor shall perform the work as altered, increased or decreased. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any condition or provision of the contract.

104.04 ALTERATIONS OF PLANS AND SPECIFICATIONS. The Owner reserves the right to make such changes in the plans and in the character of the work as may be necessary or desirable to insure completion of the work in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the contract.

104.05 EXTRA WORK. When any work is necessary to the proper completion of the project for which no prices are provided in the proposal or contract, the Contractor shall do such work, but only when and as ordered in writing by the Owner and with the prior approval of the Owner.

Payment for extra work will be made as hereinafter provided.

104.06 FINAL CLEANUP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work surplus and discarded materials, temporary structures, stumps or portions of trees and debris of any kind. He shall leave the site of the work in as good or better than condition as prior to work.

SECTION 105 CONTROL OF THE WORK AND MATERIALS

105.01 AUTHORITY OF OWNER'S REPRESENTATIVE. All work shall be provided to the satisfaction of the Owner's Representative. He shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of the plans and specifications, acceptable fulfillment of the contract, compensation, mutual rights between contractors under these specifications and suspension of work. He shall determine the amount and quality of work performed and materials furnished and his decisions and estimates shall be final. His estimate in such event shall be a condition precedent to the right of the Contractor to receive money due him under the contract.

The authority of the Owner's Representative shall not be construed to include the authority to waive, revise or modify specifications as herein set forth either as to kind, type or quality of materials or manner or quality of construction, unless an appropriate Change Order is executed.

Neither the Owner's Representative, nor his designated representatives, shall act as supervisor of the work, nor shall the Contractor rely on any such supervision.

105.02 DETAIL SHOP AND WORKING DRAWINGS FURNISHED BY CONTRACTOR. The Contractor shall submit to the Owner's Representative for approval, such additional shop and working drawings of structures or equipment as may be required, and, prior to the approval of such drawings by the Owner's Representative, any work done or materials ordered shall be at the Contractor's risk. The contract price shall include the cost of furnishing such drawings.

105.03 CONFORMITY WITH PLANS. ALLOWABLE DEVIATIONS. All work shall conform to the lines, grades, cross-sections and dimensions shown on the plans. All deviations from the plans will be accomplished by Change Orders prepared by the Engineer. All Change Orders shall be in writing, and shall, except in case of emergency, be approved by the governing body of the Owner before the work is commenced. Where an actual emergency exists, wherein the delay caused by submitting the Change Order to the governing body of the Owner for approval would jeopardize the interest of the Owner or the public, the Owner's Representative may approve the change in writing. However, Change Orders approved by the Owner's Representative under the circumstances outlined above shall be submitted to the governing body of the Owner for consideration at the next regular meeting. Two (2) copies shall be furnished to the Owner and two (2) copies shall be furnished to the Contractor of all Change Orders approved by the Owner's Representative. Change Orders submitted to the governing body of the Owner for approval shall bear the approval of the Owner's Representative and shall be prepared in four (4) copies, distribution as follows: 2 copies to the Contractor; and 2 copies to the Owner's Representative.

Change Orders shall include the following:

- (a) Complete detail of the work contemplated.
- (b) Estimated cost of the work as originally planned and as contemplated by the Change Order.
- (c) Complete justification.
- (d) Statement as to whether the prices shown are contract bid prices or agreed prices.
- (e) Statement by the Contractor that he agrees to perform the work at the prices shown.

105.04 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.

105.05 COORDINATION OF PLANS, SPECIFICATIONS, PROPOSAL AND SPECIAL PROVISIONS. The plans, these specifications, the proposal, Special Provisions and all supplementary documents are intended to describe a complete work and are essential parts of the contract. A requirement occurring in any of them is binding. In case of discrepancies, figured dimensions shall govern over scaled dimensions; plans shall govern over specifications; Special Provisions shall govern over the plans and over both General and Standard Specifications, and the quantities shown on the plans shall govern over those shown in the proposal. The Contractor shall take no advantage of any apparent error or omission in the plans and specifications, and the Owner's Representative shall be permitted to make such corrections or interpretations as may be deemed necessary for the fulfillment of the plans and specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call such error or discrepancy to the attention of the Owner's Representative.

105.06 COOPERATION OF CONTRACTOR. Three sets of plans and specifications will be furnished the Contractor as follows: One office copy, one for the Field Superintendent, and one copy for job use. The Contractor, however, shall have a set of plans and specifications available at all points where a separate construction crew is working.

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

The Contractor and his Superintendent shall provide all reasonable facilities to enable the Owner's Representative and any inspectors to inspect the workmanship and materials entering the work.

105.07 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 Owner will locate and reference the centerline of construction and will establish bench marks and set sufficient right-of-way stakes to define right-of-way limits. The Owner will set stakes to mark centerline and establish bench marks for bridges and special structures as may be considered necessary. The Owner's stakes and benchmarks shall constitute field control staking.

The Contractor shall exercise care in the preservation of stakes and bench marks 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.

The Contractor shall furnish the original of his survey records to the Owner for the Owner's permanent file. These records shall be furnished as they are completed during the progress of the work. These records shall be in permanently bound field books and/or level books and formatted in a manner commonly accepted by the surveying profession. The Owner's Representative may at any time check the correctness of the Contractor's staking work by using spot check method. When significant errors occur, the Contractor shall resurvey to the satisfaction of the Owner's Representative. The Contractor shall furnish, at his expense, platforms and equipment necessary for proper and safe access for checking his staking. Any inspection or checking of the Contractor's layout by the Owner's Representative and the acceptance of all or any part of it shall not relieve the Contractor of his responsibility to secure the proper dimensions, grades, and elevation of the several parts of the work. Deviations resulting from plan errors will be resolved by the Owner.

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.

105.08 MEASUREMENTS. Before ordering any material or doing any work, the Contractor shall verify all measurements involved and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on the drawings, and any difference which may be found shall be submitted to the Owner's Representative for consideration before proceeding with the work.

105.09 SOURCE OF SUPPLY AND QUALITY OF MATERIALS. The Contractor shall not start delivery of materials until the Owner's Representative has approved the source of supply. Only materials conforming to the requirements of these specifications shall be used in the work and such materials shall be used only after written the Owner's Representative has given approval and only so long as the quality of said material remains equal to the requirements of the specifications. The Contractor shall furnish approved materials from other sources, if, for any reason, the product from any source at any time before commencing or during the prosecution of the work proves unacceptable. After approval, any material which has become mixed with or coated by dirt or any other foreign substances during its delivery and handling shall not be used in the work.

105.10 MATERIALS AND WORKMANSHIP. The Contractor shall submit samples of materials, finish, appliances, etc., when required by the Owner's Representative, and all such samples must be approved by the Owner's Representative in writing before the work is executed and all work shall conform in all respects to the approved samples. Any work which does not conform to the approved samples will be rejected, and shall be removed and replaced by work that does so conform.

105.11 SAMPLES AND TESTS OF MATERIALS. Where, in the opinion of the Owner's Representative or called for in the specifications, tests of materials are necessary, such tests shall be made by, and at the expense of the Contractor, unless otherwise provided. Tests, unless otherwise specified, are to be made in accordance with the latest standard methods of the American Society for Testing Materials. The Contractor shall provide such facilities as the Owner's Representative may require for collecting and forwarding samples and shall not use the materials represented by the samples until test results have been approved by the Owner's Representative.

The Contractor in all cases shall furnish the required samples without charge.

105.12 CONTRACTOR'S QUALITY CONTROL

- (a) Contractor shall be responsible for all Quality Control necessary to ensure compliance with these specifications and any manufacturer's requirements. Contractor's Quality Control shall include testing, documentation, and daily diaries, with copies to the Owner's Representative. All associated costs for Contractor's Quality Control shall be included in the price bid for other items.
- (b) The Contractor must show proof that all employees associated with this project shall have been employed by the Contractor for a period not less than six (6) months, unless waived by the Owner's Representative.

105.13 STORAGE OF MATERIALS. Materials shall be stored so as to insure the preservation of their quality and fitness for the work. They shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and shall be placed under cover when directed. Stored materials shall be located so as to facilitate prompt inspection.

105.14 INSPECTION. The Contractor shall furnish the Owner's Representative with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the plans and specifications. If the Owner's Representative requires, the Contractor shall at any time before acceptance of the work, remove and uncover

such portions of the finished work as may be directed, for inspection. After inspection, the Contractor shall restore said portions of the work to the condition required by the specifications.

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

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

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

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

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

105.17 FINAL INSPECTION. The Owner's Representative shall make final inspection of all work included in the contract or any portion thereof as soon as practicable after the work is completed and ready for acceptance. If the work is not acceptable to the Owner's Representative at the time of such inspection, he shall inform the Contractor as to the particular defects to be remedied before the final acceptance can be made.

SECTION 106
LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

106.01 **LAWS TO BE OBSERVED.** The Contractor shall, at all times, observe and comply with all Federal and State laws and City ordinances and regulations which in any manner affect the conduct of the work and shall observe and comply with all orders and decrees which exist at the present or which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work, and no plea of misunderstanding or ignorance thereof will be considered. The Contractor and his surety shall defend, indemnify and save harmless the City and all its officers, agents, employees and servants against any claims or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

106.02 **PERMITS AND LICENSES.** The Contractor shall procure all permits and licenses, pay all charges or fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

106.03 **PATENTED DEVICES, MATERIALS AND PROCESSES.** If the Contractor is required or desires to use any design, device, material or process covered by letters patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. It is mutually understood and agreed that without exception the contract prices shall include all royalties or costs arising from patents, trademarks and rights in any way involved in the work. The Contractor and Surety shall defend, indemnify and save harmless the Owner and all its officers, agents and employees from all suits, actions or claims of any character, name and description brought for or on account of infringement or alleged infringement by reason of the use of any such patented design, device, material or process or any trademark or copyright used in connection with the work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of any action or actions, suit or suits which may be commenced against the Owner for any such infringement or alleged infringement at any time during the execution or after the completion of the work contracted for herein, It is mutually agreed that the Owner may give written notice of any such suit to the Contractor, and thereafter the Contractor shall attend to the defense of the same and save and keep harmless the Owner from all expense, counsel fees, cost liabilities, disbursements, recoveries, judgments and executions in any manner growing out of, pertaining to or connected therewith.

106.04 **SANITARY PROVISIONS.** The Contractor shall establish and enforce among his employees such regulations in regard to cleanliness and disposal of garbage and waste as will tend to prevent the inception and spread of contagious or infectious diseases and to effectively prevent the creation of a nuisance about the work or any property, either public or private and such regulations as are required by the Owner's Representative shall be put into effect immediately by the Contractor. Contractor shall strictly comply with all sanitary laws and regulations of the Owner and the State of Oklahoma.

106.05 **PUBLIC CONVENIENCE AND SAFETY.** Materials stored about the work shall be so placed and the work shall at all times be so conducted as to cause no greater obstruction of the traveling public than is considered necessary by the Owner's Representative. The Contractor shall make arrangements satisfactory to the Owner's Representative for handling traffic. Sidewalks must not be obstructed unless by special permission of the Owner's Representative. Neither the materials excavated nor the construction materials or plant used in the construction

of the work shall be placed so as to endanger the work or prevent free access to all fire hydrants, water valves, gas valves, manholes for electric, telephone, telegraph or traffic signal conduits, sewers or fire alarm or police call boxes in the vicinity. The Owner reserves the right to remedy any neglect on the part of the Contractor as regards the public convenience and safety which may come to its attention, after twenty-four (24) hours notice in writing to the Contractor, save in cases of emergency when it shall have the right to remedy any neglect without notice and, in either case, the cost of such work done by the Owner shall be deducted from monies due or to become due the Contractor. The Contractor shall notify the Public Works Director a minimum of 24 hours before any street is closed or obstructed and shall keep any street or streets in condition for unobstructed use by fire and other emergency apparatus, as much as is practical.

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

Contractor shall give written notice to all residents/occupants/businesses that may be affected by the work (e.g. water disruption, street closure, sewer jet cleaning). 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

106.06 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. Other contractors of the Owner may, for all purposes required by their contracts, enter upon the work and premises used by the Contractor, and the Contractor shall give to other contractors of the Owner, all reasonable facilities and assistance for the completion of the adjoining work. Any additional grounds desired by the Contractor for his use shall be provided by him at his own expense.

106.07 RAILWAY CROSSINGS. When the work encroaches upon the right-of-way of any railway, the Owner will secure for the Contractor, all the necessary contracts, easements or authority to enter upon such right-of-way for the prosecution and completion of the work. Where railway tracks are to be crossed, the railway company, if it elects to do so, may construct the necessary bridges, trestles, cribs or other structures for the safe operation of trains or cars across any excavation during the time of construction of the work, and the cost of construction of such bridges, trestles, cribs or other structures shall be paid to the railway company by the Contractor together with the necessary cost of any supervision or other incidental expenses which may be required by the railway company while the work is in progress on the right-of-way of the railway company, and all such costs shall be taken into consideration by the Contractor in submitting proposals. The Contractor shall take such special precautions for the safety of the

work and the traveling public as may be necessary by sheeting, bracing and thoroughly supporting the sides of any excavation and supporting and protecting any adjacent structures.

106.08 BARRICADES AND WARNING SIGNS. Where work is carried on, in or adjacent to any street, alley, or public place, the Contractor shall furnish and erect such barricades, fences, lights, signs and other appurtenances in accordance with the MUTCD and OSHA requirements. The Contractor shall take such precautionary measures for the protection of persons or property and of the work as are necessary. Failure to comply with this requirement may result in the Owner's Representative discontinuing or suspending the work until the Contractor shall have provided the necessary protection.

The Contractor's responsibility for the maintenance of barricades, signs and lights and protection of the work shall not cease until the project shall have been accepted by the Owner.

106.09 USE OF EXPLOSIVES. Should the Contractor elect to use explosives to loosen rock or for any other purpose in the prosecution of the work, he shall obtain the required permits and the written permission of the Owner's Representative before any blasting is done, but neither the issuance of said permits, the granting of said permission nor any other act, requirement or condition contained in the specifications, nor any order, direction or approval given by the Owner's Representative or any other official or employee of the Owner shall be construed as requiring or directing the use of any explosives or as accepting any liability for any injury or damage to persons or property resulting from such usage. No blasting shall be done unless an Inspector is present and the Contractor shall notify the City Code Enforcement Division when he is ready to begin any blasting work. All necessary precautions shall be taken by the Contractor as required by the ordinances of the City or the laws of the State of Oklahoma relative to blasting and the necessary provisions shall be made for the protection of the new work and all blasting shall be so conducted as not to endanger persons or property. Only sufficient quantity of explosives necessary for the immediate day's work shall be kept on hand by the Contractor. Storage of caps, exploders and explosives shall be done strictly in compliance with the orders of the Owner's Representative and the ordinances of the City. The Contractor shall be responsible for and shall make good any damage caused by blasting or accidental explosions.

The Contractor shall notify the proper representatives of any public service corporation, any company or individual, not less than forty-eight (48) hours in advance of any blasting which might cause damage to their or his property along or adjacent to the work. Wherever explosives are stored, they shall be kept in a safe, secure manner and all storage places shall be plainly marked "Dangerous Explosives", and shall be under the care of a competent watchman at all times.

106.10 PROTECTION AND RESTORATION OF PROPERTY. The Contractor shall not enter upon private property for any purpose without first obtaining permission and he shall be responsible for the preservation of and shall use every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavements, driveways, sidewalks, etc., to all water, sewer, gas or electric lines or appurtenances thereof and to all other public or private property along or adjacent to the work. The Contractor shall notify the proper representatives of any public service corporation, and company or any individual, not less than twenty-four (24) hours in advance of any work which might damage or interfere with the operation of their or his property, along or adjacent to the work. He shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to his non-execution of the work, or at any time due to defective work or materials, and said responsibility shall not be released until the work shall have been completed and accepted. When any direct or indirect damage or injury is done to public or private property

on account of any act, omission, neglect or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the Contractor, he shall restore at his expense such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring, or he shall make good such damage for injury in an acceptable manner.

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

106.11 PROTECTION AND PRESERVATION OF LAND MONUMENTS AND PROPERTY-LINE MARKS. The Contractor shall protect carefully from disturbance or damage all land monuments and iron pins or other markers which establish property lines, provided that where such monuments or markers must, of necessity, be disturbed or removed in the performance of the contract, the Contractor shall first give ample notice to the Owner's Representative, so that he may witness or reference in such monuments or markers. Should the Contractor disturb, remove or damage any established land monument or property line mark without first giving the Owner's Representative ample notice, the Owner's Representative may, at his option deduct the cost of re-establishing such monuments or markers from any monies due to become due the Contractor.

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

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

106.14 PUBLIC UTILITIES AND PUBLIC PROPERTY. In the event it is necessary to change or move the property of any owner of a public utility, such owner will, upon proper application by the Contractor, be notified by the Owner's Representative to change or move such property within a specified time, and the Contractor shall not interfere with such property until ordered to do so by the Owner's Representative. The right is reserved to the owner of public utilities to enter upon the limits of the contract for the purpose of making such repairs or changes of their property that may be necessary by performance of the contract. The Owner shall have the privilege of entering upon the limits of the contract for the purpose of repairing or relaying sewer and water lines and appurtenances, repairing culverts or storm drains, and for making other repairs, changes or extensions to any utilities.

The Contractor shall provide all notices to the ONE-OKIE system prior to excavating, in accordance with State law.

106.15 TEMPORARY SEWER AND DRAIN CONNECTIONS. When existing sewers have to be taken up or removed, the Contractor at his own expense shall provide and maintain temporary outlets and connections for all private or public drains, sewers or sewer, inlets. He shall also take care of all sewage and drainage which will be received from these drains, sewers and sewer inlets, and for this purpose he shall provide and maintain at his own expense adequate pumping facilities and temporary outlets or diversions. He shall construct such troughs, pipes or other structures necessary and be prepared at all times to dispose of drainage and sewage received from these temporary connections until such time as the permanent connections are built and in service. The existing sewers and connections shall be kept in service and maintained under the contract, save where specified or ordered to be abandoned by the Owner's Representative. All water or sewage shall be disposed of in a satisfactory manner so that no nuisance is created and that the work under construction will be adequately protected.

106.16 ARRANGEMENT AND CHARGE FOR POTABLE WATER FURNISHED BY THE OWNER. If the Contractor desires to use Owner water he shall pay the rate established by City ordinances for such service and he shall make complete and satisfactory arrangements with the Water Department for so doing. Meters will be used and the Contractor shall deposit the cost of the water meter with the Water Department and will pay for all repairs and maintenance of the meter for the period which he has the meter in use or in his possession.

106.17 USE OF FIRE HYDRANTS. The Contractor or his employees shall not open, turn off, interfere with, attach pipe or hose to or connect anything with any fire hydrant, stop valve or stop cock or tap any water main belonging to the Owner, unless duly authorized to do so by the Water Department.

106.18 USE OF A SECTION OR PORTION OF THE WORK. Whenever in the opinion of the Owner's Representative any portion of the work or any structure is in suitable condition it may be put into use by the written order of the Owner's Representative and such usage shall not be held to be in any way acceptance of said work or structure or any part thereof or as a waiver of any of the provisions of these specifications or contract. Pending final completion and acceptance of the work, all necessary repairs and renewals on any section of the work so put into use, due to defective material or workmanship, to natural causes other than ordinary wear and tear or to the operations of the Contractor shall be performed by and at the expense of the Contractor.

106.19 CONTRACTOR'S RESPONSIBILITY FOR THE WORK. Until issuance of written acceptance by the Owner's Representative as provided for in these specifications, the work shall

be under the charge and care of the Contractor, and he shall take every necessary precaution to prevent injury or damage to the work or any part thereof by the action of the elements or from any other cause whatsoever, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good, at his own expense, all injuries or damage to any portion of the work occasioned by any of the above causes before acceptance.

106.20 PERSONAL RESPONSIBILITY OF PUBLIC OFFICIALS. In carrying out any of the provisions contained herein or in exercising any power or authority granted to him by the contract, there shall be no liability upon the Owner's Representative or his authorized assistants, either personal or as officials of the Owner, it being understood that in such matters he acts as the agent and representative of the Owner.

106.21 WAIVER OF LEGAL RIGHTS. Inspection by the Owner's Representative or by any of the duly authorized representatives of the Owner's Representative, any order, measurement, or certificate by the Owner's Representative, any order by the Owner for the payment of money, any payment for or acceptance of any work or any extension of time or any possession taken by the Owner, shall not operate as a waiver of any provision 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.

106.22 CONTRACTOR'S INSURANCE. The Contractor shall not commence work under this contract until he has obtained all insurance required under this specification and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required for the subcontractor has been so obtained and approved.

- (a) WORKMEN'S COMPENSATION AND DEATH LIABILITY INSURANCE. The Contractor shall secure and maintain during the life of this contract Workmen's Compensation Insurance as prescribed by the laws of the State of Oklahoma for all his employees employed at the site of the project. The Contractor shall require any subcontractor similarly to provide Workmen's Compensation and Employer's Death Liability insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor.
- (b) PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE. The Contractor shall secure and maintain during the life of this contract such Public Liability and Property Damage Insurance as will protect the Owner, himself, and any subcontractor performing work covered by this contract, from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them.
- (c) Contractor shall provide to the City a certificate of public liability insurance, a certificate of worker's compensation insurance, and automobile public liability insurance as follows:

Comprehensive Public Liability and Property Damage

Bodily Injury	\$ 125,000 per individual
	\$1,250,000 in the aggregate per occurrence;
Property Damage	\$ 25,000 per occurrence
	\$ 125,000 in the aggregate

Worker's Compensation Insurance. Statutory limits as required by the laws of the State of Oklahoma, including employer's liability insurance with \$500,000 limit.

Automobile Public Liability Insurance

Bodily Injury	\$ 125,000 per individual
	\$1,000,000 in the aggregate per occurrence

Public Liability Insurance in the amount of not less than fifty thousand dollars(\$50.000) for injuries, including accidental death, or one hundred thousand dollars(\$100.000) for one accident.

106.23 LIENS. Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

SECTION 107 PROSECUTION AND PROGRESS

107.01 SUBLETTING OF WORK. If the Contractor sublets the whole or any part of the work to be done under this contract, he will not under any circumstances be relieved of his responsibility and obligations. All transactions of the Owner's Representative shall be with the Contractor. Subcontractors will be considered only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competency. The Contractor shall at all times when work is in operation, be represented either in person or by a qualified superintendent or qualified designated representative.

The Contractor shall submit the name and address of any proposed subcontractor to the Owner's Representative in writing prior to said subcontractor performing any of the work. The Contractor shall clearly list the types and amounts of work of the subcontractor.

107.02 ASSIGNMENT OF CONTRACT. The Contractor shall not assign, transfer, convey or otherwise dispose of the contract or his right, title, or interest in or to the same or any part thereof without the previous consent of the Owner's Representative in writing, approved by the governing body of the Owner and concurred in by the Surety. If the Contractor does, without such previous consent, assign, transfer, convey, or otherwise dispose of the contract or of his right, title or interest therein or any part thereof to any person or persons, partnership, company, firm or corporation or by bankruptcy, voluntary or involuntary, or by assignment under the insolvency laws of any state, attempt to dispose of the contract or make default in or abandon said contract, then the contract may, at the option of the Owner, be revoked and annulled unless the Surety shall successfully complete said contract and any monies due or to become due under said contract shall be retained by the Owner as liquidated damages for the reason that it would be impractical and extremely difficult to determine the actual damages.

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

107.04 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. The Contractor's schedule of Shop Drawing(s) and Sample submissions will be acceptable to the Owner's Representative as providing a workable arrangement for reviewing and processing the required submittals.

107.05 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.

107.06 CHARACTER OF WORKMEN AND EQUIPMENT. The Contractor shall employ such superintendents, foremen and workmen as are careful and competent, and the Owner's Representative may require removal from the project of any person or persons employed by the Contractor, in, about or on the work who shall misconduct himself or be incompetent or negligent in the proper performance of his or their duties or neglect or refuse to comply with the directions of the Owner's Representative, and such person or persons shall not be employed again thereon without the written consent of the Owner's Representative. The Owner's Representative may withhold all payments which are or may become due or may suspend the work until such orders are fulfilled.

All workmen shall have sufficient skill and experience to properly perform the work assigned them. All workmen engaged on special work or skilled work or in any trade shall have sufficient experience in such work to properly and satisfactorily perform it and operate the equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in these specifications.

In the employment of labor, preference shall be given, other conditions being equal, to bona fide residents of the Owner or the area, but no other preference or discrimination among citizens of the United States shall be made.

The Contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools and machinery used for handling materials and executing any part of the work shall be operated and maintained in a satisfactory working condition in accordance with the equipment manufacturers' recommendations. Equipment on any portion of the work shall be such that no injury to the work or adjacent property will result from its use.

107.07 DAYS WORK 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.

107.08 TIME OF COMMENCEMENT AND COMPLETION. The Contractor shall commence work within the time specified in the advertisement, proposal and contract and the rate of progress shall be such that the whole work will be performed and the premises cleaned up in accordance with the contract, plans and specifications within the time limit, as stated in the contract, unless an extension of time is granted in the manner hereinafter specified.

107.09 EXTENSION OF TIME OF COMPLETION. If the Contractor finds it impossible, for reasons beyond his control, to complete the work within the Contract time as specified or as extended in accordance with the provisions of this Subsection, he may, at any time prior to the expiration of the Contract time as extended, make a written request to the Owner's Representative for an extension of time setting forth therein the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified in

the Proposal and the Contract or that previously unprotested time charges were incorrect shall not be grounds for an extension of time. If the Owner's Representative finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Owner's Representative may extend the time for completion in such amounts as the conditions justify. The extended time for completion shall be in full force and effect the same as though it were the original time for completion. Daily time charges will cease when the project is completed.

In adjusting the contract time for the completion of the project, all strikes, lockouts, unusual delays in transportation or any condition over which the Contractor has no control and also any suspensions ordered by the Owner's Representative for causes not the fault of the Contractor shall be excluded from the computation of the contract time for completion of the work. If the satisfactory execution and completion of the contract should require work or materials in greater amounts or quantities than those set forth in the contract, then the contract time shall be increased in the same proportion as the cost of the original work. No allowance shall be made for delays or suspension of the prosecution of the work due to the fault of the Contractor.

107.10 FAILURE TO COMPLETE WORK ON TIME. It is mutually agreed by Owner and Contractor that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not substantially complete within the time specified in the Contract, plus any extensions thereof allowed in accordance with Section 107.09 of these General Conditions. 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 complete 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 the amount set forth in the Special Provisions, until the work is substantially complete.

107.11 TEMPORARY SUSPENSIONS. The Owner's Representative shall have the authority to suspend the work wholly or in part for such period or periods, as he may deem necessary, due to unsuitable weather or such other conditions as are considered favorable for the suitable prosecution of the work.

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

107.12 SUSPENSION OF WORK AND ANNULMENT OF CONTRACT. The work or any portion of the work under contract may be suspended on written order of the Owner's Representative or the Owner, with copy of such notice to be served upon the Contractor's Surety, or the contract may be annulled by the Owner, for any good cause or causes, said causes including but not limited to the following:

- (a) Failure of the Contractor to start the work within the time limit specified;
- (b) Substantial evidence that the progress being made by the Contractor is insufficient to complete the work within the specified time;
- (c) Failure of the Contractor to provide sufficient and proper equipment for properly executing the work;

- (d) Deliberate failure on the part of the Contractor to observe any requirements of these specifications or to comply with any orders given by the Owner's Representative, as provided for in these specifications;
- (e) Failure of the Contractor to promptly make good any defects in materials or workmanship or any defects of any other nature, the correction of which had been directed in writing by the Owner's Representative.
- (f) Substantial evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the Owner in the construction of work under contract.

When work is suspended for any one of the causes itemized above, or for any other cause or causes, the Contractor shall discontinue the work or such part thereof as the Owner shall designate, whereupon the Surety may, at its option, assume the contract or that portion thereof which the Owner has ordered the Contractor to discontinue and may perform the same or may, with the written consent of the Owner's Representative, approved by the Owner, sublet the work or portion of the work so assumed; provided, however, that the Surety shall exercise its option, if at all, within two (2) weeks after the written notice to discontinue work has been served upon the Contractor and upon the Surety or its authorized agent. The Surety, in such event shall assume the Contractor's place in all respects and shall be paid by the Owner for all work performed by it in accordance with the terms of the contract and, if the Surety, under the provisions hereof, shall assume said entitled contract, all monies remaining due the Contractor at the time of his default shall thereupon become due and payable to the Surety as the work progresses, subject to all the terms of the contract.

In the event that the Surety does not within the time hereinbefore specified, exercise its right and option to assume the contract, or that portion thereof which the Owner has ordered the Contractor to discontinue, then the Owner shall have the power to complete, by contract or otherwise as it may determine, the work herein described, or such part thereof as it may deem necessary, and the Contractor hereby agrees that the Owner shall have the right to take possession of and use any of the materials, tools, equipment, supplies and property of every kind provided by the Contractor for the purpose of his work and to procure other tools, equipment and materials for the completion of the same, and to charge to the account of the Contractor the expense of said contract for labor, materials, tools, equipment and expenses incident thereto. The expense so charged shall be deducted by the Owner out of such monies as may be due or may at any time thereafter become due to the Contractor under and by virtue of the contract or any part thereof. The Owner shall not be required to obtain the lowest bid for the work of completing the contract but the expense to be deducted shall be the actual cost of such work. In case such expense is less than the same which would have been payable under the contract, if the same had been completed by the Contractor, the balance shall operate as liquidated damages, as herein above set forth. In case such expense shall exceed the amount which would, have been payable under the contract, if the same had been completed by the Contractor, then the Contractor and his Surety shall pay the excess as due and payable. When, any particular part of the work is being carried out by the Owner by contract or otherwise under the provisions of this Section, the Contractor shall continue the remainder of the work in conformity with the terms of the contract and in such manner as not to hinder or interfere with the performance of workmen employed as above provided by the Owner.

107.13 TERMINATION OF CONTRACT. The Contract will be considered fulfilled save as provided in any bond or bonds or by law, when all the work has been completed, the final inspection made by the Owner's Representative, and final acceptance and final payment made by the Owner.

SECTION 108 MEASUREMENT AND PAYMENT

108.01 MEASUREMENT OF QUANTITIES. The determination of quantities of work accepted and completed under the terms of the contract or as directed by the Owner's Representative, in writing, will be made by the Owner's Representative, based on measurements taken by him or his assistants, or at the sole discretion of the Owner's Representative determination of quantities may be based on measurements taken by the Contractor. These measurements will be taken according to the United States Standard Measurements. When materials are measured in the vehicle, the measurement will be taken at the point of delivery. The capacity of all vehicles shall be plainly marked on each vehicle and the capacity or markings shall not be changed without permission of the Owner's Representative.

108.02 SCHEDULE OF VALUES. (For Lump Sum Items or Contracts Only) Prior to work commencing, Owner's Representative and Contractor shall determine and agree to payments based on a percentage of the Lump Sum amount, to correlate to completion of respective phases of the work.

108.03 SCOPE OF PAYMENT. The Contractor shall receive and accept the compensation as herein provided as full payment for furnishing all labor, materials, tools, equipment and incidentals; for performing all work contemplated and embraced under the contract; for all loss or damage arising out of the nature of the work or from the action of the elements; for any unforeseen defects or obstructions which may arise or be encountered during the prosecution of the work and before its final acceptance by the Owner's Representative; for all risks of every description connected with the prosecution of the work; for all expenses incurred by or in consequence of suspension or discontinuance of such prosecution of the work as herein specified; for any infringement of patents, trademarks or copyrights and for completing the work in an acceptable manner according to the plans and specifications.

The payment of any current or partial estimate prior to final acceptance of the work by the Owner shall in no way constitute an acknowledgment of the acceptance of the work nor in any way prejudice or affect the obligation of the Contractor to repair, correct, renew, or replace at his expense any defects or imperfections in the construction or in the strength or quality of the materials used in or about the construction of the work under the contract and its appurtenances nor any damage due to or attributable to such defects, which defects, imperfections or damage shall have been discovered on or before the final inspection and acceptance of the work. The Owner's Representative shall be the sole judge of such defects, imperfections or damage and the Contractor shall be liable to the Owner for failure to correct the same as provided herein.

108.04 PAYMENT FOR EXTRA WORK. Extra work provided by the Contractor, as authorized and approved by the Owner's Representative and the Owner, will be paid for in the manner hereinafter described and the compensation thus provided shall be accepted by the Contractor as payment in full for all labor, materials, tools, equipment and incidentals, and all superintendents' and timekeepers' services, all insurance and all other overhead expense incurred in the prosecution of the extra work. Payment for extra work will be made by one or more of the following methods:

- (a) Unit prices agreed upon by the Owner's Representative and the Contractor and approved by the governing body of the Owner in writing, before said work is commenced, subject to all other conditions of the contract;

- (b) A lump sum price agreed upon by the Owner's Representative and the Contractor and approved in writing by the governing body of the Owner before said work is commenced, subject to all other conditions of the contract;
- (c) The actual cost including labor, materials, tools, equipment and field supervision of such extra work plus fifteen percent (15%); said 15% understood and agreed to be full compensation for all overhead expenses and profits, when agreed upon by the Owner's Representative and the Contractor, and approved in writing by the governing body of the Owner before said work is commenced; subject to all other conditions of the contract.

The Contractor shall, on or before the 10th day of the month succeeding that in which any extra work shall have been performed, file with the Owner's Representative his claim and an account giving the itemized cost of such work and shall give the Owner's Representative access to all accounts, bills and vouchers relating thereto.

108.05 PAYMENT PROCEDURES. The Contractor shall submit an Invoice or Application for Payment for work completed as of the date of the Invoice or Application. All payments made by the Owner are subject to procedures established for the governing body of the Owner to authorize payment at its regularly scheduled meetings.

Invoice or Application for Payment must be received in the Public Works Director's Office no less than ten (10) business days prior to the regular meeting at which authorization for payment is to be requested.

Retainage shall be withheld from all progressive payments in accordance with Oklahoma Statutes.

Upon final completion and acceptance of the work, including all submittals, the Owner shall pay the remainder of the Contract price, subject to the procedures as noted in this section.

It is understood that payments will be subject to correction in the payment rendered following discovery of an error in any previous payment and such payment shall not in any respect, be taken as an admission by the Owner of the amount of work done or of its quality or sufficiency nor as an acceptance of the work or the release of the Contractor of any of his responsibility under the contract.

108.06 PAYMENTS WITHHELD. The Owner's Representative may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the Owner from loss on account of:

- (a) Defective work not remedied;
- (b) Claims filed or reasonable evidence indicating probable filing of claims;
- (c) Failure of the Contractor to make payments properly to subcontractors or for materials or labor;
- (d) A reasonable doubt that the contract can be completed for the balance then paid;
- (e) Damage to another Contractor.

When the above conditions are remedied, payment shall be made for amounts withheld as a result of such condition.

108.07 STATE SALES AND USE TAX. 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 or rented for the project. Legal title to all tangible personal property purchased, and the right to direct the use of all tangible personal property rented by Contractor 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. Title to all such property shall pass to the City of Chickasha from the vendor. 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. Contracts established between the Chickasha Municipal Authority and the Contractor shall not provide for sales and/or use tax exemption.

108.08 ACCEPTANCE AND FINAL PAYMENT. Whenever the improvement provided for by the contract shall have been completely performed on the part of the Contractor, and all parts of the work have been approved by the Owner's Representative and accepted by the Owner a final pay request showing the value of the work will be prepared by the Contractor as soon as the necessary measurements and computations can be made. All prior pay requests, upon which payments have been made, are subject to necessary corrections or revisions in the final payment. The amount of this pay request, less any sums that have been deducted or retained under the provisions of the contract, will be paid to the Contractor as soon as practicable after the final acceptance, provided the Contractor has furnished to the Owner satisfactory evidence that all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished for the purpose of such improvement have been paid or that the person or persons to whom the same may respectively be due have consented to such final payment.

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

108.09 FINAL MEASUREMENT AND FINAL PAY REQUESTS. Final measurement will be taken and final pay requests compiled as soon as work has progressed to a point where the final measurements may be taken accurately.

108.10 This contract, and all documents incorporated herein by reference or executed in connection herewith, are intended solely to govern the relationship between the Contractor and the Owner and their mutual obligations in respect to the subject of the contract. To that end, no provision of this contract, or of any document mentioned above, shall be interpreted or given legal effect to create an obligation on the part of the Owner to third persons, including by way of illustration but not of exclusion, sureties upon performance bonds, payment bonds, or other bonds; assignees of the contractor; subcontractors; and persons performing labor, furnishing material, or in any other way contributing to or assisting in the performance of the obligations of the Contractor; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the Owner or in any way to restrict the freedom of the Owner to exercise full discretion in its dealing with the Contractor.



RFP CMA-2503 SPECIAL PROVISIONS

**SPECIAL PROVISIONS
RFP CMA-2503
ELEVATED POTABLE WATER STORAGE TANK
CLEAN, REPAIR AND PAINT
COUNTRY CLUB ROAD TANK**

1. GENERAL

- 1.1.** These Special Provisions are supplemental to the General Provisions 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.** The successful bidder shall furnish Performance Bond, Statutory Bond, and Maintenance Bond each in the amount of 100 percent of the contract, in accordance with Oklahoma Statutes.
- 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.** Subletting of Contract. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or Contracts or any portion thereof, or any of his rights, title, or any interests therein, without written consent of the Owner.

- 1.6.1. Requests for permission to sublet, or otherwise dispose of any portion of the Contract work shall be in writing and accompanied by a statement showing that the organization which will perform the work is particularly experienced and equipped for such work. No Subcontracts, or transfer of Contract, shall in any case release the Contractor of his liability under the Contract and bonds.
- 1.6.2. Should the Contractor assign any of his right title or interest in the Contract said assignment shall be made only with the full knowledge and written consent of the Surety. It is specifically understood that a violation of this Subsection will constitute an act of default on the part of the Contractor.

1.7. Purchases made for this project will not be exempt from sales taxes and use taxes.

1.8. The General Provisions contained herein and these Special Provisions shall govern the work. City of Chickasha standards and specifications Oklahoma Department of Environmental Quality rules and regulations shall govern the work.

2. MATERIALS SUBMITTAL

The Contractor shall submit electronic (pdf) copies of materials submittals for review and acceptance by the Owner prior to ordering materials. The Owner reserves the right to require submittal of hard copies. Materials submittals shall include detailed descriptive (and completely legible) information, concrete mix designs, asphalt mix designs, aggregate gradations, reinforcing steel bar lists and mill test reports, catalog cuts, certifications, coating systems, etc., of all material items he proposes to use on this project. Submittals are due when the Notice to Proceed is issued. Revised submittals are due two weeks prior to use of the material. Submittals shall be presented in the order in which they are specified, i.e., by section number, followed by items described on the drawings. Identifying marks shall be used on descriptive sheets, certifications and catalog cuts to indicate exactly which item is being presented for approval.

3. SUBSTANTIAL COMPLETION AND FINAL COMPLETION

3.1. SUBSTANTIAL COMPLETION. The intent of this term is to imply complete use of the facility by the Owner during the construction period.

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

4. DISPOSAL OF WASTE MATERIALS AND CLEAN-UP

4.1. 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.

- 4.2.** 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.
5. The Owner reserves the right to consider alternative proposals submitted in writing by responsive bidders.



RFP CMA-2503 TECHNICAL SPECIFICATIONS

POTABLE WATER STORAGE TANK PAINTING

PART 1: GENERAL

1.1. SCOPE

- 1.1.1. Section includes surface preparation, priming, and field coating for interior and exterior surfaces of steel potable water storage tanks.

1.2. SUBMITTALS

- 1.2.1. Contractor shall submit color swatches with proposed body color and proposed logo color required on the tank. All submittals shall be approved by the Owner prior to painting.
- 1.2.2. See General Conditions and Contractor's Submittal Checklist at the end of this section for a complete list of Contractor submittals. Contractor shall perform or provide for all testing and documentation for all items listed in this checklist. Cost of this work to be considered incidental.

PART 2: PRODUCTS

2.1. PAINT MATERIALS

- 2.1.1. Coatings shall comply with ANSI/NSF Standard 61. The approval of interior coatings and sealers shall be based on written certification of compliance. Manufacturer's published data shall be submitted concerning transportation, storage, mixing, thinning, pot life, application, curing etc.
- 2.1.2. Contractor shall furnish one of the proprietary systems specified herein. All coatings shall be supplied by one coating manufacturer. Approved coating manufacturers are listed as follows:
 - 2.1.2.1. Tnemec Co., Inc., 6800 Corporate Drive, Kansas City, MO 64120.
 - 2.1.2.2. Sherwin-Williams Corporation, 101 Prospect Avenue, N.W., Cleveland, Ohio, 44115.

2.2. PAINT SYSTEMS

- 2.2.1. The following items will not be painted:
 - 2.2.1.1. Any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name or nomenclature plates.
 - 2.2.1.2. Any moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sensing devices, motor and fan shafts, unless otherwise specified herein.
 - 2.2.1.3. Aluminum handrails, walkways, windows, louvers and grating unless otherwise specified.
 - 2.2.1.4. Signs and nameplates.
 - 2.2.1.5. Finish hardware.
 - 2.2.1.6. Stainless steel angles, tubes, pipe, etc.
 - 2.2.1.7. Products with polished chrome, aluminum, nickel or stainless-steel finish.
 - 2.2.1.8. Plastic switch plates and receptacle plates.

POTABLE WATER STORAGE TANK PAINTING
TECHNICAL SPECIFICATIONS

- 2.2.1.9. Flexible couplings, lubricated bearing surfaces, insulation and metal and plastic pipe interior.
- 2.2.1.10. Sprinkler heads.
- 2.2.1.11. Any equipment not the property of Owner.
- 2.2.2. The coating systems listed below are proprietary to TNEMEC Company, Inc and Sherwin-Williams Corporation. All coatings and thinners must be supplied by one manufacturer, including shop coating. All paint must be new and purchased for each project.
- 2.2.3. INTERIOR SURFACES: Interior surfaces shall be coated with a three-coat high-build zinc-epoxy-epoxy system, NSF Standard 61 approved for use in potable water. The minimum dry film thickness of the interior coating system shall be 10.5 Mils. Manufacturers' recommended curing times and recoat windows between each coat must be strictly adhered to.
 - 2.2.3.1. Three-coat high-build zinc-epoxy-epoxy system manufactured by Tnemec Company, Inc.
 - 2.2.3.1.1. (full) Primer Coat – Tnemec Series 91-H₂O or 94-H₂O Hydro-Zinc applied at 2.5 – 3.5 Mils DFT.

Pit Filler – All designated pits shall be filled with Tnemec Pit Filler. Follow Tnemec recommendations for application methods/procedures. Payment for this item shall be based on unit pricing provided by the Contractor in the bid.
 - 2.2.3.1.2. Stripe Coat – All vertical/horizontal seams, ceiling overlapping plate edge, ceiling support beams, support columns, ceiling to shall joint, nuts, bolts, ladders, pits, and all other irregular surfaces shall receive one (1) coat of Tnemec Series N140-1255 (Beige) applied to a dry film thickness of 2.0 – 3.0 Mils DFT. Application shall be spray and back brush and/or rolled. Applied coating shall not be recoated until minimum recoating time has been satisfied as per manufacturer's recommendations.
 - 2.2.3.1.3. (full) Intermediate Coat – Tnemec Series N140-1255 (Beige) Pota-Pox applied at 4.0 – 6.0 Mils DFT.
 - 2.2.3.1.4. (full) Finish Coat – Tnemec Series N140–15BL (Tank White) applied at 4.0 – 6.0 Mils DFT.

Total DFT = 10.5 – 15.5 Mils

- 2.2.3.2. Three-coat high-build zinc-epoxy-epoxy system manufactured by Sherwin Williams Corporation.
 - 2.2.3.2.1. (full) Primer Coat – Corothane I Galvapac Two-Pack Zinc-rich Primer B65 Series applied at 2.5 – 3.5 Mils DFT.

Pit Filler – All designated pits shall be filled with Sherwin Williams Steel Seam FT-910. Follow Sherwin-Williams's recommendations for application methods/procedures. Payment for this item shall be based on unit pricing provided by the Contractor in the bid.

2.2.3.2.2. Stripe Coat – All vertical/horizontal seams, ceiling overlapping plate edge, ceiling support beams, support columns, ceiling to shall joint, nuts, bolts, ladders, pits, and all other irregular surfaces shall receive one (1) coat of Macropoxy 646 PW, B58 Series (Light Blue/Mill White) applied to a dry film thickness of 2.0 – 3.0 Mils DFT. Application shall be spray and back brush and/or rolled. Applied coating shall not be recoated until minimum recoating time has been satisfied as per manufacturer's recommendations.

2.2.3.2.3. (full) Intermediate Coat – Macropoxy 646 PW, B58 Series (Light Blue/Mill White) applied at of 4.0 – 6.0 Mils DFT.

2.2.3.2.4. (full) Finish Coat – Macropoxy 646 PW, B58 Series (Mill White) applied to a dry film thickness of 4.0 – 6.0 Mils DFT.

Total DFT = 10.5 – 15.5 Mils

2.2.4. EXTERIOR SURFACES: Exterior surfaces shall be coated with a three-coat high-build zinc-epoxy- polyurethane system. The minimum dry film thickness of the exterior coating system shall be 7.0 Mils. Manufacturers' recommended curing times and recoat windows between each coat shall be strictly adhered to.

2.2.4.1. Three-coat high-build zinc-epoxy-polyurethane system manufactured by Tnemec Company, Inc.:

2.2.4.1.1. (full) Primer Coat – Tnemec Series 90-97 Tnemec-Zinc applied at 2.5 –3.5 Mils DFT.

2.2.4.1.2. (full) Intermediate Coat – Tnemec Series N69 Epoxyline II applied at 2.5 – 3.5 Mils DFT. Color shall contrast with Primer and Finish Coat colors. The color of this coat of paint shall closely match that of the one (1) finish coat but be a little darker.

2.2.4.1.3. (full) Finish Coat – Tnemec Series 1074 (U) Endura Shield (high gloss) applied at 2.0 – 3.0 Mils DFT (Color to be selected by the Owner).

Total DFT = 7.0 – 10.0 Mils

2.2.4.2. Three-coat high-build zinc-epoxy-polyurethane system manufactured by Sherwin-Williams Corporation.

2.2.4.2.1. (full) Primer Coat – Corothane I Galvapac Two-Pack Zinc-rich Primer B65 Series applied at 2.5 – 3.5 Mils DFT.

2.2.4.2.2. (full) Intermediate Coat – Macropoxy 646, B58 Series applied at 2.5 –3.5 Mils DFT. Color shall contrast with primer and finish coat colors. The color of this coat of paint shall closely match that of the one (1) finish coat, but a little darker.

2.2.4.2.3. (full) Finish Coat – Hi-Solids Polyurethane B65 Series applied at 2.0 –3.0 Mils DFT (Color to be selected by the Owner).

Total DFT = 7.0 – 10.0 Mils

- 2.2.5. OVERCOATING: This coating requirement is for an alternate exterior cleaning and top coating in lieu of the complete blast cleaning and coating. Overcoating only covers existing tank surfaces.

If this system is under consideration, the Contractor shall review the existing coating condition of the tank exterior coatings and confirm that this particular coating system is an appropriate action. Otherwise, the Contractor shall recommend a suitable alternative.

Manufacturers' recommended curing times and recoat windows between each coat must be strictly adhered to.

2.2.5.1. Tnemec Company, Inc.:

- 2.2.5.1.1. (spot) Primer Coat – Tnemec Series 135-1243 Chembuild Metallic Aluminum applied at 3.0 – 5.0 Mils DFT.
- 2.2.5.1.2. (full) Intermediate Coat – Tnemec Series 27 Typoxy applied at 2.0 – 3.0 Mils DFT. Color of this coat of paint shall be slightly darker than the finish coat.
- 2.2.5.1.3. (full) Finish Coat – Tnemec Series 1075 Endura Shield II (semi gloss) applied at 2.0 – 3.0 Mils DFT. (Color to be selected by Owner).

Total DFT = 7.0 – 11.0 Mils

2.2.5.2. Sherwin Williams Corporation.

- 2.2.5.2.1. (spot) Primer Coat – Macropoxy 646, B58 Series, applied at 3.0-5.0 Mils DFT.
- 2.2.5.2.2. (full) Intermediate Coat – Macropoxy 646, B58 Series, applied at 2.0-3.0 Mils DFT. Color of this coat of paint shall be slightly darker than the finish coat.
- 2.2.5.2.3. (full) Finish Coat – HiSolids Polyurethane SG, B65 Series, applied at 2.0-3.0 Mils DFT. (Color to be selected by Owner).

Total DFT = 7.0 – 11.0 Mils

2.3. FLEXIBLE SEALANT

- 2.3.1. Flexible sealant shall be Sikaflex-1A or approved equal. Sealant color shall be white for all interior applications.

2.4. ABRASIVES

- 2.4.1. Abrasives used for blast cleaning shall be those mentioned in the specifications of the SSPC. Particular attention shall be given to the maximum particle size requirements. Abrasives must be selected to provide the recommended surface profile and degree of cleanliness required.

2.5. SAFETY REQUIREMENTS

- 2.5.1. The Contractor shall comply with all health and safety regulations and requirements of OSHA (or State Health and Safety Regulatory Agency), SSPC-PA Guide 3, and the paint and abrasive manufacturers. Should vents, holes, rigging attachments, or any other modification, cutting, or welding be required to meet safety standards, they may be accomplished at the expense of the Contractor upon submitting of details in writing to, and with subsequent approval by the Owner.

PART 3: EXECUTION

3.1. EQUIPMENT

- 3.1.1. All equipment, (compressor, sand pots and paint pumps, etc.) shall be in good operating condition and of sufficient capacity to provide satisfactory results for cleaning and painting.
- 3.1.2. Spray equipment and tip size shall be used as recommended in the paint manufacturer's instructions.
- 3.1.3. Compressed air for blasting and painting shall be free from detrimental amounts of water or oil. Adequate traps and/or dryers shall be provided.
- 3.1.4. Adequate lighting shall be provided inside the tank to properly allow for safety, workmanship and inspection. Lighting requirements shall meet the minimum requirements of SSPC Guide No. 12 "Guide for Illumination of Industrial Painting Projects".
- 3.1.5. Air hoods, respirators and proper and sufficient ventilation shall be provided during blasting, painting and curing.
- 3.1.6. Contractor must have sufficient explosion proof ventilation equipment to properly and efficiently expel dust and paint fumes out of unit to prevent injury to workmen or the accumulation of volatile gases.
- 3.1.7. Contractor shall have available at the site, all inspection and measuring equipment such as wet and dry film thickness gages, wet-bulb, dry-bulb measuring equipment, steel temperature measuring equipment, holiday detector equipment, etc., as required by this Specification.

3.2. SURFACE PREPARATION

- 3.2.1. All removable and non-painted appurtenances such as safe climbing devices, antennas, markers, etc. shall be removed by the Contractor prior to any exterior coating work. These items shall be cleaned, protected, and stored during coating work, and re-installed following completion of all work. Modification/calibration required to make appurtenances operable, such as screen repair, straightening of safe climb bars, calibration of antenna, etc. shall be included in the Contractors' scope of work.
- 3.2.2. All interior steel surfaces shall be prepared in accordance with SSPC- SP10 "Near White Blast Cleaning". Steel shall be thoroughly cleaned of rust, mill scale, dirt and all other foreign substances.

- 3.2.3. All exterior steel surfaces scheduled for removal of existing coatings shall be prepared in accordance with SSPC-SP6 "Commercial Blast Cleaning".
- 3.2.4. All exterior surfaces scheduled for overcoating shall be prepared in accordance with SSPC-SP12, Condition WJ-2 Very Thorough Cleaning.
- 3.2.5. Shop primed surfaces shall be inspected in the field by the Owner's Project Engineer after tank erection. Failure of the shop primer to meet manufacturer's requirements shall be sufficient cause for removal of the shop primer, re-cleaning and application of a field prime coat at no additional expense to the Owner. Recoat windows shall be adhered to and/or proper procedures followed if maximum recoat time frames are exceeded.
- 3.2.6. Field Painting:
 - 3.2.6.1. Prior to any field coating application, all unused brackets shall be removed from the interior and exterior surfaces. All underlying areas shall be ground smooth. All weld burrs, weld spatter, scars and rough edges shall be ground smooth. Sealed welded containment lugs shall be left in place.
 - 3.2.6.2. All weld seams and any rusted or abraded areas, including rust bloom shall be ground smooth and properly cleaned.
 - 3.2.6.3. Where necessary, steel surfaces shall be prepared in the field in accordance with SSPC-SP10 "Near White Blast Cleaning".
 - 3.2.6.4. All areas of seam deterioration, weld undercut and pitting deeper than 1/8" shall be clearly marked for repair.
 - 3.2.6.5. Repair shall be done by arc-gouging and welding. All welding shall be done in accordance with AWWA D100 Standard for Welded Steel Tanks for Water Storage.
 - 3.2.6.6. Contractor shall conduct field measurement of the surface profile of blasted cleaned steel in accordance with ASTM D4417.
 - 3.2.6.7. Contractor shall be responsible for any dust, debris and/or paint droplets which leaves the Owner's property and/or causes damage to neighboring property. Insufficient containment of abrasive debris and/or generation of nuisance dust beyond the Owner's property limits is just cause for shut-down of the job until proper protective measures are in place and violations have been remedied.
 - 3.2.6.8. After any and all surface preparation, shop and field, all surfaces shall be thoroughly washed and completely cleaned of any residue or dust before applying sealer or primer, shop or field coatings.
- 3.2.7. SHOP PRIMING
 - 3.2.7.1. Fabricated steel plates may be shop primed, subject to all of the requirements of this Specification. Contractor is required to notify the Owner at least two weeks in advance of any shop coating. the Owner reserves the right to inspect or have an authorized representative present to inspect all shop coating operations. Failure to provide proper

notification in advance of shop coating is cause for rejection of the primer coat and grounds for complete removal and repainting in the field, at no additional cost to the Owner.

- 3.2.7.2. Primer used on internal surfaces, shall be tested and certified for potable water contact in accordance with NSF Standard 61. Priming shall occur before the formation of rust and after observation of the surface by the Owner Project Manager.
- 3.2.7.3. If applicable, Contractor shall apply the specified primer in the shop, in accordance with manufacturer's recommendations. Steel plates shall be primed leaving a four-inch margin along all edges that are to be welded. ANY PRIMER APPLIED TO AREAS THAT ARE TO BE WELDED MUST BE REMOVED IN THE FIELD PRIOR TO WELDING. WELDING OF PAINTED SURFACES WILL NOT BE PERMITTED.

3.3. STRIPE COAT

- 3.3.1. Special attention shall be given to welds, lap joints, bolt heads and nuts, threads, corners, member intersections, and other deviations from smooth surfaces. These areas shall be primed by brush after complete priming. Inaccessible areas shall be primed with the Aluminum platelet material.

3.4. INTERMEDIATE COAT

- 3.4.1. After curing of the prime coat and stripe coat, the primed interior and exterior surfaces shall be cleaned of all dust, overspray, abrasive, and other contaminants which may cause premature coating failure and given one immediate coat paint.

3.5. FINISH COAT

- 3.5.1. After curing of intermediate coat, the interior/exterior surfaces shall be cleaned of all dust, overspray, abrasive, and other contaminants which may cause premature coating failure and given one finish coat.

If the finish coat is not applied before the recoat window expires, then the intermediate coat surfaces shall be scarified by abrasive blasting or other method recommended by the manufacturer in order for the finish coat to properly bond to the intermediate coat.

3.6. SEALER APPLICATION

- 3.6.1. After cleaning rough weld areas, areas where sealing is required or depressions where paint will not properly fill voids, these areas shall be sealed with an epoxy seam sealer recommended by the respective paint manufacturer as listed below. The seam sealer shall be applied to designated locations after the prime coat and prior to the intermediate coat.

- 3.6.1.1. Tnemec Company, Inc. – Surfacing Epoxy Series 215.

- 3.6.1.2. Sherwin-Williams - Steel Seam FT910.

- 3.6.2. Seam sealer shall be applied as per the recommendations of the respective paint manufacturer to the roof and shell manholes, vent to shell intersection and all piping

connections, unless seal welding of the area has been performed.

3.7. WATER TANKS OBSTRUCTING AIR NAVIGATION

- 3.7.1. Painting of elevated steel water storage tanks obstructing air navigation shall conform to the requirements set forth in the Utility Facility Code (UFC) 3-260-05A Chapter 7, and the latest edition of the FAA Advisory Circular (AC) No. 70/7460 Obstruction Marking & Lighting. Obstruction marking shall be made with a solid pattern of aviation surface orange (FS 12197), or a checkerboard pattern of aviation surface orange (FS 12197) and aviation surface white (FS 17875). Where marking by surface color is impractical as defined by the Owner's Project Engineer, the general definition and location of the tank will be indicated by using suitable markers.

3.8. FLEXIBLE SEALANT

- 3.8.1. After final curing of the finish interior coat, a flexible polyurethane sealant shall be applied to the roof stiffener-to-roof interfaces, if any, the circumferential stiffener angle-to-roof plate intersection, the unwelded roof lap seams and at the center hub connections or any other areas which are difficult to paint and subject to corrosion and movement. Sealant shall be applied in accordance with all manufacturers' recommendations and in a neat and workmanlike manner. Sealant shall be approved for use in potable water and shall be certified by EPA, ANSI/NSF and any applicable local health regulatory agencies.

3.9. INSPECTION

- 3.9.1. All cleaning and painting shall be subject to inspection by a designated representative of the Owner and/or the paint manufacturer.
- 3.9.2. The Contractor shall make all work accessible to the Owner's representative by having available the appropriate rigging and equipment. Any rigging removed prior to proper inspection and approval shall be reinstalled at the Contractor's expense. This shall also apply at the one year anniversary inspection.
- 3.9.3. The Contractor shall have available at the site a calibrated Elcometer or MikroTest gauge for measuring dry film thickness and uniformity of the paint coating. the Owner may elect to require the Contractor to use a low voltage holiday detector to check the finished paint film integrity.

3.10. CURING

- 3.10.1. The water tank shall remain empty with all hatches and vents open for a minimum of seven days following the last coating operations. Forced air ventilation shall be provided, if deemed necessary by the Owner, to facilitate complete and timely curing.
- 3.10.2. Following the recommended curing time, the Owner's representative, along with a representative of the paint manufacturer will perform testing to ensure that the coatings have properly cured. At a minimum, MEK rub tests shall be conducted. The Contractor is required to obtain from the paint manufacturer certification that the coatings have been applied in accordance with all recommendations and in a proper state of cure prior to disinfection and filling of the tank.
- 3.10.3. Disinfection of the tank will be performed in accordance with AWWA Standards.

- 3.10.4. The Contractor shall be responsible for tank disinfection upon completion of repair/rehabilitation work.

3.11. LOGO PAINTING

- 3.11.1. Tank painting applications that require the painting of logos on a tank shall be stenciled on to the tank prior to painting. The location of the logos shall be reviewed in the field by the Owner. Receive Owner approval of logo layout in writing prior to painting.
- 3.11.2. Paint logos in same locations as existing unless noted otherwise. Match existing color.
- 3.11.3. Measure existing logos prior to removing them to ensure accurate dimensions when painting new logos. Logo messages are to be as follows:
- 3.11.3.1. South logo CHICKASHA
- 3.11.3.2. North logo CHICKASHA

3.12. ANNIVERSARY INSPECTION

- 3.12.1. Contractor shall inspect the interior surfaces and exterior surfaces of the tank within one year after coating work has been completed to determine whether any repair work is necessary.
- 3.12.2. It shall be the Contractor's responsibility to contact the Owner and arrange a suitable date for inspection work.
- 3.12.3. The method of inspection shall be specified and agreed with the Owner. Contractor shall confirm the date of inspection and notify the Owner 30 days in advance.
- 3.12.4. Contractor shall provide the Owner with an inspection report covering the one year anniversary inspection, stating the number and type of failures observed, if any, the percentage of the surface area where failure has occurred, the names of the persons responsible for making the inspection, and the type and location of coatings repairs shall be prepared. Color photographs illustrating each type of failure shall be included in the report.
- 3.12.5. Any location where layers of coating have been peeled off, bubbled, cracked, and location where rusting is evident, shall be considered to be a failure of the coating system. Rust stains emanating from inaccessible areas, such as unwelded roof plate lap joints, and areas where roof plates cross supporting members will be considered acceptable as the rust does not affect the integrity of the coating surface.
- 3.12.6. Contractor shall repair points where failures are observed by removing the deteriorated coating, cleaning the surface, and recoating with the same coating system. Manufacturer's cure time requirement for coating repair shall be observed.

CONTRACTOR SUBMITTAL CHECKLIST

Project Name: _____

Location: _____

Submittal Number	Submittal Name	Submitted
1	Project Execution Plan (PEP)	
2	Payment Bond	
3	Performance Bond	
4	Maintenance Bond	
5	QA/QC Inspection Report	
6	Abrasive Blasting Containment Details	
7	Abrasives Technical Details	
8	Project Schedule	
9	Pre-Soil Sample Form	
10	Post-Soil Sample Form	
11	Surface Profile test Results	
12	Dry Film Thickness Test Results	
13	MEK Rub Test / Holiday Test Results	
14	Certification of Coating Compliance	
15	Crack Filler (as required)	
16	Patching Material (as required)	
17	Site Plan, Logo Plan	
18	Work Safety Plan (Medical surveillance plan, employee training program, medical removal protection program)	
19	Waste Collection and Storage Plan	
20	Coatings Specifications	
21	Coatings SDS Sheets	
22	Sealer Specification	
23	Flexible Sealant Specification	
24	Decontamination Shower (as required)	
25	Disinfection Procedure	
26	Coatings Lead & NSF Certification	
27	Welder Certifications	
28	Waste Disposal Manifests	
29	Spill Prevention Control and Countermeasure (SPCC) Plan	
30	Company Safety Plan	
31	Site Specific Safety Plan	
32	Job Safety Analysis (JSA)	
33	Public Safety Plan	
34	Logo Layout	
35	Project Sign Layout	

END OF SECTION



**RFP CMA-2503
JUNE 4, 2020
INSPECTION
REPORT**



Elevated Inspection

US Water Services Corp Inspection #5 / Country
Club Tower

Complete

Failed items	8
Inspection Title	US Water Services Corp Inspection #5
Client Specific Tank Name	Country Club Tower
Client	US Water Services Corp
Job Number	5896
Prepared by	Rov One
Conducted on	4th Jun, 2020 10:04 AM CDT

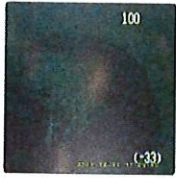


Photo 53



Photo 54

Sediment/Debris Type	Sandy Silt
Sediment Depth	1/4"-2"
Percentage of Sediment Coverage	90%
Level of Staining Inside Facility	Light
Clarity of Water	Good
Quality of Water	Good
Water Temperature	Cool
Water Depth (Maximum)	45'
Water Depth (Actual)	22'
Additional Notes	Roof Access Hatch is completely missing/ needs replacement

Inspector

Josh Boatright
4th Jun, 2020 10:03 AM CDT

External Inspection

7 failed

Reference photo of facility



Photo 1

Facility Type	Hydropillar
Facility Construction	Metal-Welded
Capacity	1MG
Height	140'
Diameter	80'
Tank ID Plate	Yes

Tank ID Plate Photo



Photo 2

Tank Builder	HydroStorage
Year Built	1979

Lower Level

1 failed

Condition of Intruder Protection Fence	Good
Condition of Foundation	Good

Photo of Foundation



Photo 3



Photo 4



Photo 5



Photo 6

Recommended Maintenance

8 failed

Was Manway Labeled 'Confined Space?'	No
Recommend a 'confined space entry' placard be installed	
Condition of Fall Protection System	N/A
Recommend a slider fall protection system be installed	
Was Manway Access Hatch Labeled 'Confined Space?'	No
Recommend a 'confined space entry' placard be installed	
Condition of Fall Protection System	N/A
Recommend a slider fall protection system be installed	
Condition of Water Access Hatch	Good
	Undersized
Recommend a new 30" AWWA standard water access hatch be installed	
Was Water Access Hatch Labeled 'Confined Space?'	No
Recommend a 'confined space entry' placard be installed	
Condition of Vent Screen	Non-Compliant
Recommend a new 16-gauge fine mesh screen be installed	
Is Facility Free of Sediment/Debris?	No
Recommend the 1/4"-2", 90% coverage, of sandy silt sediment be removed from the floor plates	

Internal Inspection

1 failed

Condition of Water Access Ladder

Good

Photo of Water Access Ladder



Photo 41

Width of Water Access Ladder

16"

Diameter of Rung

3/4"

Length of Ladder

30'

Length of Standoff

13"

Condition of Fall Protection System

N/A

Condition of Roof Supports

Good

Condition of Roof Plates

Good

Condition of Water Level Indicator System

N/A

Condition of Overflow

Good

Condition of Cathodic Protection

N/A

Condition of Side Manway Access

Good

Condition of Internal Plumbing

Good

Condition of Center Access Tube

Good

Condition of Floor Plates

Good

Condition of Floor Plates (SSPC Rating)

7

Is Facility Free of Sediment/Debris?

No

Recommend the 1/4"-2", 90% coverage, of sandy silt sediment be removed from the floor plates



Photo 42

Photo of Roof Vent



Photo 31



Photo 32



Photo 33



Photo 34

Condition of Roof Vent

Good

Vent Circumference

40" & 30"

Condition of Vent Screen

Non-Compliant

Recommend a new 16-gauge fine mesh screen be installed

Deficiency

Neither vent has a fine mesh screen

Photo of Deficiency



Photo 35



Photo 36

Condition of Aircraft Warning Lights

N/A

RF Antennas Present?

Yes

Photo of Antennas



Photo 37



Photo 38



Photo 39

RF Hazard Warning Signs Posted?

Yes



Photo 40

Lower Level Manway/Facility Access Door

Yes

Photo of Lower Level Manway



Photo 7



Photo 8



Photo 9

Size

24"

Was Manway Labeled 'Confined Space?'

No

Recommend a 'confined space entry' placard be installed

Water Level Indicator Type(s)

Pressure Gauge

Photo of Water Level Indicator(s)



Photo 10

Condition of Water Level Indicator(s)

Good

Condition of Overflow

Good

Does Overflow Extend to Ground?

Compliant

Does Overflow Flapper Seal?

Compliant

Photo of Flapper



Photo 11



Photo 12



Photo 13

Overflow Diameter

24"

Photo of External Plumbing



Photo 14

Condition of External Plumbing

Good

Condition of External Lower Ladder

Good

Photo of External Lower Ladder



Photo 15



Photo 16



Photo 17

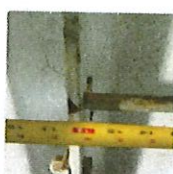


Photo 18



Photo 19

Width of External Lower Ladder

16"

Diameter of Rung

1"

Length of External Lower Ladder

30'

Length of Standoff

15 1/4"

Condition of Intruder Protection Door

Good

Photo of Intruder Protection Door



Photo 20

Condition of Fall Protection System

N/A

Recommend a slider fall protection system be installed

Upper Level

5 failed

Condition of Catwalk

Good

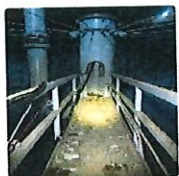


Photo 21

Condition of Sidewall Plates

Good

Condition of Sidewall Protective Coating (SSPC Rating)

8

Condition of Center Access Tube

Good

Condition of Side Manway Access Hatch

Good

Photo of Side Manway Access Hatch



Photo 22

Size of Manway Access Hatch

24"

Was Manway Access Hatch Labeled 'Confined Space?'

No

Recommend a 'confined space entry' placard be installed

Condition of External Upper Ladder

Good

Photo of External Ladder



Photo 23



Photo 24

Width of External Ladder

16"

Diameter of Rung

3/4"

Length of External Ladder

30"

Length of Standoff

6"

Condition of Fall Protection System

N/A

Recommend a slider fall protection system be installed

Condition of Roof Access Hatch

Good

Photo of Roof Access Hatch



Photo 25



Photo 26

Size of Roof Access Hatch

3' x4'

Was Roof Access Hatch Locked?

No, Needs Lock Installed

Photo of Roof Plates



Photo 27



Photo 28



Photo 29

Condition of Roof Plates

Good

Condition of Roof Coating (SSPC Rating)

7

Condition of Anode Plates

N/A

Photo of Water Access Hatch



Photo 30

Condition of Water Access Hatch

Good

Undersized

Recommend a new 30" AWWA standard water access hatch be installed

Size of Water Access Hatch

24"

Was Water Access Hatch Labeled 'Confined Space?'

No

Recommend a 'confined space entry' placard be installed

Was Water Access Hatch Locked?

No, Needs Lock Installed

Type of Roof Vent

Mushroom Shape

2 vents

CHICKASHA

Meeting Type: CMA Agenda 9-15-2025

Meeting Date: 9/15/2025

Department: Administration

Agenda Item No. 4.a.

AGENDA ITEM: Discussion, consideration, and possible action to approve Resolution No. 2025-25R to authorize the publication of public sale and public auction pursuant to 64 O.S. Section 1081 and 1082 for an oil and gas mining lease for oil and gas development covering real property in Section 28, Township 7 North, Range 7 West and more specifically set forth in the Resolution

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve Resolution No. 2025-25R as presented.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 15, 2025	(From)		

V. ATTACHMENTS:

1. Res. 2025-25R CMA RESOLUTION to publish (Revised 7.8.25)
2. CMA For Publication (Revised 7.8.25)

RESOLUTION NO. 2025-25R

RESOLUTION OF THE CHAIRMAN AND BOARD OF TRUSTEES OF THE CHICKASHA MUNICIPAL AUTHORITY, GRADY COUNTY, STATE OF OKLAHOMA AUTHORIZING PUBLICATION OF PUBLIC SALE AND PUBLIC AUCTION PURSUANT TO 64 O.S. SECTION 1081 AND 1082 FOR OIL AND GAS MINING LEASE(S) FOR OIL AND GAS DEVELOPMENT COVERING CERTAIN PROPERTIES IN GRADY COUNTY AS SET FORTH HEREIN.

WHEREAS, the Chickasha Municipal Authority owns property that holds oil and gas interest;

WHEREAS, the Chickasha Municipal Authority is not capable of developing the oil and gas interests;

WHEREAS, Title 64 Section 1081 authorizes that the governing board acting by and through its duly constituted officers are authorized and empowered to enter, from time to time, into valid oil and gas mining lease or leases of such land to any person firm, association, or corporation for oil and gas development for a primary term not to exceed ten (10) years and as long thereafter as oil or gas is or can be produced ...;

WHEREAS, Title 64 O.S. Section 1082 provide that any leases may only be executed after notice by publication for two (2) weeks in a newspaper of general circulation in the county in which the land is situated and a public sale thereof to the highest and best bidder.

NOW THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARD OF TRUSTEES OF THE CHICKASHA MUNICIPAL AUTHORITY, GRADY COUNTY, STATE OF OKLAHOMA:

The Trust Manager is hereby authorized to publish notice of public sale and public auction pursuant to 64 O.S. section 1081 and 1082 for oil and gas mining lease(s) with said oil and gas lease(s) having a primary term of 3 years with a minimum 1/5th royalty, for oil and gas development covering certain properties in Grady County as set forth on the attached Exhibit "A". Each lease shall have a primary term of three (3) years. The Trust reserves the right to accept the bid offering the most favorable overall terms, including but not limited to royalty rate, bonus payment, and other lease provisions. The Trust reserves the right to reject all offers.

ADOPTED AND APPROVED this 15th day of September 2025.

CHICKASHA MUNICIPAL AUTHORITY

By: Zachary Grayson
CHAIRMAN

ATTEST:

Susan M. McDaniel, CMC
Secretary

(SEAL)

Exhibit "A"

1. Tract 1 - 0.0321 net mineral acres – Tract described as: the West 6.5' Lot 10, Block 28 Chickasha OT Addition of Section 28, Township 7 North, Range 7 West, Grady County, containing 0.0321 acres, more or less.

STATE OF OKLAHOMA)
COUNTY OF GRADY)

NOTICE OF SALE OF OIL AND GAS
MINING LEASES

Notice is hereby given that pursuant to Sections 1081 and 1082 of Title 64 of the Oklahoma Statutes and any and all other statutory and constitutional provisions of the State of Oklahoma, that the Chickasha Municipal Authority, a Public Trust Authority, having the City of Chickasha as its sole beneficiary, will on the **3rd day of November, 2025, at 6:30 o'clock p.m., at the Council Chambers at the City Hall at 117 N. 4th Street in the City of Chickasha, Grady County, Oklahoma**, offer for sale and sell to the highest bidder for cash, an oil and gas mining lease covering the following described tract of land, to wit:

1. Tract 1 - 0.0321 net mineral acres – Tract described as: the West 6.5' Lot 10, Block 28 Chickasha OT Addition of Section 28, Township 7 North, Range 7 West, Grady County, containing 0.0321 acres, more or less.

for a **lease term of 3 years**, but in no event for a term which shall violate the provisions of 64 O. S. Section 1081, and as long thereafter as oil and gas, or either of them, or any other minerals are produced from said land by the lessee. Said oil and gas mining lease to contain the customary provisions as to the payment of delay rentals and the payment to the lessor of a minimum **1/5th royalty interest** for the payment of royalties of all oil and gas and other minerals which may be produced under any oil and gas mining leases on said land. That a separate lease shall be executed on each quarter section of the above-described land. Said oil and gas leases shall contain a further provision that any operations on said land by the lessee shall be in accordance with the laws and statutes of the State of Oklahoma and the Ordinances of the City of Chickasha, Oklahoma, and of any other state or Federal regulatory agency, with the right of the Chickasha Municipal Authority, a Public Trust Authority, having the City of Chickasha as its sole beneficiary, to accept or reject any bids which may be received for oil and gas mining leases on said land. That the Chickasha Municipal Authority may at the time of sale above mentioned establish such depth clauses, pugh clauses and shut-in royalty provisions as the Chickasha Municipal Authority may determine reasonable on the date of the sale, and said oil and gas leases shall be executed to provide for such provisions. The Chickasha Municipal Authority further reserves the right to sell said oil and gas lease with any other additional provisions which it may disclose to the bidders before said sale is conducted.

Said oil and gas leases may, at the option of the lessee, contain a further provision that the lessee therein shall have the right and power to consolidate the land covered by the lease with other adjoining land for the purpose of joint development and operation of the entire consolidated premises as a unit, in which event the lessor of such oil and gas mining lease shall share in the royalty of the oil and gas produced from said consolidated tract in the proportion that the area of land covered by such lease bears to the total area of said consolidated tract. Such sale shall be for cash at public auction. The lessee shall pay all cost and expenses of said sale, including lessor's attorney's fees.

Each lease shall include a title disclaimer provision stating that the Chickasha Municipal Authority makes no guarantee, representations or warranties, express or implied, as to the validity, sufficiency, or marketability of its title to any of the properties described herein. The Authority

further disclaims any warranty that the mineral interests are unencumbered or unleased. In the event of any title defect or if the mineral interests are determined to be subject to a pre-existing lease or encumbrance, the lessee shall not be entitled to any refund, reimbursement, or other compensation from the Authority.

Dated this 15th day of September 2025.

CHICKASHA MUNICIPAL AUTHORITY

By: Zachary Grayson
CHAIRMAN

ATTEST:

Susan M. McDaniel, CMC
Secretary

(SEAL)

CHICKASHA

Meeting Type: CMA Agenda 9-15-2025

Meeting Date: 9/15/2025

Department: Administration

Agenda Item No. 4.b.

AGENDA ITEM: Discussion, consideration, and possible action to enter into a Golf Course Maintenance and User Agreement with the Chickasha Golf Foundation for the Chickasha golf course and authorize the Chairman to execute the same.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Enter into a Chickasha Golf Course Maintenance and User Agreement and authorize the Chairman to execute the same.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Jim Crosby, City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 15, 2025	(From)		

V. ATTACHMENTS:

- 20250909152234723

**CHICKASHA GOLF COURSE
MAINTENANCE AND USE AGREEMENT**

This Maintenance and Use Agreement (“Agreement”) is made and entered into this ____ day of _____, 2025, by and between the Chickasha Municipal Authority, an Oklahoma Public Trust Authority having the City of Chickasha as its sole beneficiary(“CMA”), and the Chickasha Golf Foundation, an Oklahoma non-profit corporation (“FOUNDATION”).

RECITALS

WHEREAS, the Chickasha Municipal Authority (“CMA”) is a public trust created under the laws of the State of Oklahoma with the City of Chickasha as its sole beneficiary, and is authorized under Article IV, Section (1)(g) of its Trust Indenture to promote, finance, and develop recreational, sports, cultural, tourism, entertainment, and related facilities and projects; and

WHEREAS, Oklahoma law recognizes that recreational facilities serve legitimate public purposes by providing places of recreation, promoting tourism, fostering economic development, and enhancing the general welfare of citizens (see, e.g., *Schmoldt v. Oklahoma City*, 144 Okla. 208 (1930); *City of Tulsa v. Goins*, 437 P.2d 257 (Okla. 1967)); and

WHEREAS, the Oklahoma Supreme Court has further recognized that the promotion of economic development and the provision of recreational amenities constitute legitimate public purposes for which municipalities and their public trusts may expend resources and enter into agreements, provided there is adequate accountability and consideration (see, e.g., *State ex rel. Brown v. City of Warr Acres*, 946 P.2d 1140 (Okla. 1997); *Burkhardt v. City of Enid*, 771 P.2d 608 (Okla. 1989)); and

WHEREAS, the CMA does not maintain staff or resources to directly operate or manage a golf course and related facilities, and desires to make the Property available for operation in a manner that serves the public purpose; and

WHEREAS, the Chickasha Golf Foundation (“FOUNDATION”), an Oklahoma non-profit corporation, has represented to the CMA that it possesses the necessary expertise, organizational capacity, and qualifications to operate and maintain the Property as a public golf course and related recreational facility for the benefit of the community; and

WHEREAS, this Use and Maintenance Agreement ensures that the municipal golf course will be operated for the benefit of the public, maintained for recreational and tourism purposes, and structured so that its primary use and operation serve a recognized public purpose under Oklahoma law, consistent with the CMA Trust Indenture;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the CMA and the Chickasha Golf Foundation enter into this Use and Maintenance Agreement for the operation of the golf course as a public recreational facility.

1. Property.

The CMA hereby authorizes FOUNDATION to use the property commonly known as the Chickasha Golf and Country Club, located at 2900 S. 16th Street, Chickasha, Oklahoma 73018, consisting of approximately 70.84 acres in the E/2 SE/4 of Section 5, Township 6 North, Range 7 West, Grady County, Oklahoma, together with all improvements, buildings, equipment, furniture, fixtures, tennis courts, swimming pool, and golf-related facilities (the "Property"), subject to the terms and conditions of this Agreement.

2. No Warranties.

The CMA makes no representations or warranties, express or implied, regarding the condition of the Property or any part thereof, including without limitation the structural soundness of any structures or existing improvements, or the fitness of any structure for any particular use or occupancy. The CMA specifically disclaims any representations or warranties, express or implied in law, with respect to the condition, habitability, or suitability of the Property or any structures or improvements thereon for the use and purposes permitted under this Agreement or for any other purpose, and does not represent or warrant that the Property or any part thereof complies with any laws, ordinances, or regulations relating to the use or occupancy thereof.

3. Permitted Use.

FOUNDATION shall use the Property solely for the purpose of operating, maintaining, and improving a public golf course and related recreational facilities for the benefit of the general public, in accordance with FOUNDATION's charitable purpose to preserve, operate, and enhance a municipally-owned, public, healthy living venue. Such facilities may include golf, tournaments, lessons, community events, court sports, walking trails, food and beverages, and the swimming pool, and may be used to promote youth character, leadership, and life-skills development through sports programs. FOUNDATION is further authorized to develop and operate a youth golf practice area on the unused portion of land on the north end of the Property. No other use is permitted without the prior written consent of the CMA. FOUNDATION may charge reasonable greens fees, tournament fees, or admission fees, provided such revenues are used exclusively for the operation, maintenance, improvement, and support of the Property and the activities conducted thereon. The CMA shall not be responsible for the collection or handling of such fees.

4. Public Access Requirement.

FOUNDATION shall ensure that the golf course facilities, including the clubhouse and golf course grounds, are open and available to the general public for recreational use no fewer than 20 days per month, and during such days for no fewer than 8 hours per day, subject to weather, maintenance, and other reasonable operational limitations. Tournament play or private events shall not be scheduled in a manner that unreasonably restricts public access.

5. Term.

This Agreement shall commence on the ____ day of _____, 2025, and shall continue for an initial term of one (1) year. Thereafter, the Agreement shall automatically renew for

successive one (1) year terms unless terminated as provided herein. Either party may terminate this Agreement without cause by providing sixty (60) days' written notice to the other party at any time.

6. Consideration.

The parties acknowledge that the CMA's consideration is the provision of access to the Property, together with utilities as provided herein, and that FOUNDATION's consideration is its obligation to maintain, operate, and improve the Property as a golf course and related recreational facility. The parties further acknowledge that these mutual obligations, together with the public purposes advanced, provide good and sufficient consideration for this Agreement.

7. Utilities.

Subject to annual appropriations, the CMA shall provide only such water, sewer, and trash service as is reasonably necessary for the continued operation of the golf course and related facilities, in amounts consistent with historical usage and subject to availability. The CMA shall not be obligated to provide unlimited or unrestricted water, sewer, and trash service, nor to construct, expand, or improve water facilities, and may meter, cap, restrict, or suspend service at its discretion, including for conservation or emergency purposes. FOUNDATION shall be solely responsible for all other utilities, including electricity, natural gas, and any other utility services to the Property.

8. Maintenance and Operations.

FOUNDATION shall be responsible for cleaning and securing the clubhouse, restrooms, pro shop, concession and food service areas, locker rooms, storage facilities, tennis courts, and swimming pool; for trash collection and removal from the golf course, parking lots, tennis courts, swimming pool, and common areas; for routine upkeep, mowing of greens and fairways, landscaping, and repairs to FOUNDATION-owned equipment and structures; for routine pool maintenance and safety compliance; and for reporting repair needs in a timely manner.

The CMA may, but shall not be obligated to, provide assistance in addressing extraordinary maintenance items, such as removal of fallen trees or significant repairs to the primary building structures owned by the CMA. Such assistance shall be provided solely at the CMA's discretion and shall not create any continuing duty or obligation. The CMA shall not be responsible for routine, day-to-day maintenance or repairs, and nothing in this Agreement shall obligate the CMA to undertake any maintenance activities.

The CMA shall have sole discretion to determine whether FOUNDATION is maintaining the Property in a satisfactory manner. FOUNDATION shall also comply with all applicable ordinances, codes, and laws.

9. Hazardous Materials.

FOUNDATION shall not cause or permit the storage, use, treatment, transportation, or disposal of any hazardous or regulated substances, wastes, or materials on the Property, except for such limited quantities of chemicals, fertilizers, pesticides, fuels, pool chemicals, or similar

materials as are reasonably necessary for the ordinary maintenance and operation of the golf course, swimming pool, and related facilities. All such permitted materials shall be used, stored, and disposed of strictly in accordance with all applicable federal, state, and local laws, regulations, and ordinances. FOUNDATION shall indemnify and hold harmless the CMA from and against any and all claims, damages, liabilities, costs, and expenses (including attorney fees) arising out of or related to any violation of this Section or any release of hazardous materials caused by FOUNDATION, its officers, directors, employees, agents, contractors, or invitees.

10. Improvements.

FOUNDATION shall obtain written approval from the CMA prior to undertaking any improvements, modifications, or construction on the Property. Unless otherwise agreed, all improvements shall become the property of the CMA upon installation.

11. Liens.

FOUNDATION shall not permit any lien, claim, or encumbrance, including but not limited to any mechanic's, laborer's, or materialman's lien, to be filed or remain against the Property in connection with improvements. If any such lien is filed, FOUNDATION shall cause the lien to be discharged of record by payment, bonding, deposit, order of a court of competent jurisdiction, or otherwise within thirty (30) days of notice of its filing.

If FOUNDATION fails to discharge such lien within the required period, the CMA may, but shall not be obligated to, satisfy, bond, or otherwise discharge the lien, and FOUNDATION shall reimburse the CMA for all amounts reasonably incurred, together with interest thereon at the statutory rate from the date incurred until paid.

Notwithstanding the foregoing, FOUNDATION shall not be required to pay or discharge any lien that it is contesting in good faith by appropriate legal proceedings, provided that FOUNDATION gives written notice to the CMA of its intention to contest such lien and takes all actions necessary to protect the CMA and the Property from foreclosure or enforcement of the lien. If any such contest is reduced to judgment or enforcement is not stayed, FOUNDATION shall promptly discharge the lien or judgment at its sole expense.

12. Use by City or Trust Authorities.

The City of Chickasha and any public trust for which the City is the sole beneficiary, including but not limited to the CMA, shall have the right to use the Property without charge, upon providing FOUNDATION with reasonable advance notice.

13. Restoration of Property.

Upon termination, and upon the request of the CMA, FOUNDATION shall restore the Property to its original condition, reasonable wear and tear excepted, unless the CMA elects to retain improvements. Such restoration shall be at FOUNDATION's sole expense, and if FOUNDATION fails to restore the Property, the CMA may perform the work and recover all

associated costs from FOUNDATION except where FOUNDATION has first obtained the CMA's written approval prior to any improvements, modifications, or construction on the Property.

14. Liability and Indemnification.

The CMA shall not be liable for, and expressly disclaims any responsibility for, any losses, injuries, damages, claims, demands, suits, liabilities, or expenses of any kind (including attorney fees) arising directly or indirectly out of FOUNDATION's use or occupancy of the Property. To the fullest extent permitted by law, FOUNDATION shall defend, indemnify, and hold harmless the CMA, the City of Chickasha, its elected and appointed officials, officers, employees, agents, contractors, and representatives (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, damages, losses, liabilities, fines, penalties, judgments, costs, and expenses (including attorney fees and costs of defense), of any nature whatsoever, whether in law or equity, arising or alleged to arise out of, relate to, or result from the use or occupancy of the Property by FOUNDATION, its officers, directors, members, players, coaches, employees, volunteers, agents, concession workers, officials, or invitees; any negligent act, error, or omission of FOUNDATION or its officers, directors, members, or participants; any accident, injury, or damage to persons or property occurring on or about the Property in connection with FOUNDATION activities; or any violation of any law, ordinance, rule, or regulation by FOUNDATION or any of its officers, members, or participants. This indemnification obligation shall include, without limitation, any claims, damages, or liabilities arising from the use, storage, or application of chemicals, fertilizers, pesticides, or other materials by FOUNDATION in connection with operation of the Property.

This indemnification obligation shall apply regardless of whether a claim is caused in part by the negligence of the CMA or any Indemnified Party; provided, however, that FOUNDATION shall not be required to indemnify the CMA or any Indemnified Party against claims caused solely by the gross negligence or willful misconduct of the CMA. The indemnification obligations set forth in this Section shall survive the expiration or termination of this Agreement.

15. Insurance.

FOUNDATION, at its sole expense, shall keep in force during the term of this Agreement, and any extensions thereof, general liability insurance issued by an insurance company authorized to do business in the State of Oklahoma and in a form acceptable to the CMA. Such insurance shall protect the CMA against all liabilities, judgments, costs, damages, and expenses which may accrue against, be charged to, or recovered from the CMA by reason of bodily injury, death, or property damage occurring on or about the Property or as a result of the use of the Property by the FOUNDATION. The minimum coverage limits shall be no less than those set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. § 154(A), which are currently \$25,000 per claimant for property damage, \$125,000 per claimant for bodily injury or death, and \$1,000,000 for any number of claims arising out of a single occurrence. These limits shall be deemed automatically amended to reflect any future increases made to the statutory limits under the Oklahoma Governmental Tort Claims Act.

The CMA shall be named as an additional insured on such policies, and the coverage provided to the CMA shall be primary and non-contributory with respect to any insurance the CMA may maintain. The certificate of insurance provided will contain a statement requiring the insurance carrier to provide the CMA ten (10) days written notice prior to cancelation of coverage. 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. The FOUNDATION shall further furnish CMA renewal certificates or copies of renewal policies on or before the expiration date of any policy set out within this paragraph with said coverages to be in full force and effect during the entire term covered by this Agreement. All insurance required herein shall be issued by insurance companies licensed to do business in the State of Oklahoma.

FOUNDATION shall at its sole expense provide workman’s compensation insurance covering all persons employed by FOUNDATION in connection with FOUNDATION’S operations and occupation of the golf course premises under this Use and Maintenance agreement and any amounts required by law.

16. Compliance with GTCA.

Nothing in this Agreement waives the CMA’s sovereign immunity or the provisions of the Governmental Tort Claims Act.

17. Taxes.

The Property is exempt from ad valorem taxation while owned by the CMA. However, in the event that any ad valorem taxes, special assessments, or similar charges are assessed against the Property or against any personal property, fixtures, or improvements placed thereon by FOUNDATION, FOUNDATION shall be solely responsible for the payment of such taxes, assessments, or charges, and shall indemnify and hold the CMA harmless from any liability. This obligation shall survive termination.

18. No Assignment.

This Agreement is personal to FOUNDATION and may not be assigned without prior written consent of the CMA.

19. Non-Appropriation.

Any CMA obligation for utilities or services is subject to annual appropriation. Lack of appropriation shall be grounds for immediate termination without penalty.

20. Termination for Cause.

The CMA may immediately terminate this Agreement upon written notice to FOUNDATION in the event that FOUNDATION (a) fails to maintain the insurance required under this Agreement; (b) fails to adequately maintain the Property after having received notice from the CMA to correct such deficiencies; (c) uses the Property for any purpose not authorized herein; (d) violates any applicable law, ordinance, or regulation; or (e) violates any term or condition of this Agreement.

21. Damage or Destruction.

If the Property or any material portion thereof is damaged or destroyed by fire, weather, or other casualty so as to render it unfit for the purposes permitted herein, this Agreement may be terminated immediately at the option of either party upon written notice. In the event of partial damage not rendering the Property unfit for use, the CMA shall have the sole discretion to determine whether to repair, replace, or restore the damaged improvements, or to terminate this Agreement. Nothing in this Agreement shall be construed to obligate the CMA to make any such repairs, replacements, or restorations. CMA shall not be liable to FOUNDATION for any damages, costs, or losses due to such casualty.

22. Reporting and Verification.

FOUNDATION shall provide the CMA with a monthly schedule showing the days and hours during which the Property will be open to the general public, including any tournaments or private events that may limit public access. FOUNDATION shall also submit an annual report summarizing usage, attendance, maintenance activities, and all revenues and expenditures related to the operation of the Property, including but not limited to greens fees, tournament fees, admission fees, and other charges collected in connection with the Property. All such revenues shall be used exclusively for the operation, maintenance, improvement, and support of the Property and the activities conducted thereon.

FOUNDATION shall maintain complete and accurate books and records of its revenues and expenditures related to the Property in accordance with generally accepted accounting principles (GAAP), consistently applied. Such records shall be retained for a minimum of five (5) years. The CMA shall have the right, upon reasonable notice, to enter and inspect the Property, review FOUNDATION's records relating to its use, operation, revenues, and expenditures, and otherwise verify compliance with the terms of this Agreement. The CMA shall also have the right to request additional documentation reasonably necessary to confirm compliance with the public access, fee use, and maintenance obligations set forth in this Agreement.

23. Governing Law and Venue.

This Agreement shall be governed by Oklahoma law, with exclusive venue in Grady County District Court.

24. Severability.

If any provision is held invalid, the remaining provisions remain enforceable.

25. Entire Agreement.

This Agreement constitutes the entire agreement between the parties and may be amended only in writing.

26. Joint Preparation.

This Agreement is to be deemed to have been prepared jointly by the parties hereto after arms-length negotiations, and any uncertainty or ambiguity existing herein shall not be construed

against any party on the ground that one party or the other drafter some or all of this Agreement or any related document.

27. Binding Effect.

This Agreement shall be binding on the parties hereto and their respective heirs, representatives, successors and assigns.

28. Captions.

The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

29. Notices.

Each notice, demand, request or other communication required or permitted hereunder shall be in writing and shall be deemed delivered if delivered in person, if mailed by United States Certified Mail, Return Receipt Requested, postage prepaid, or private contract carrier against signed delivery receipt, on the date evidenced by the signed receipt or the date upon which the postal service or carrier service certifies that delivery has been refused by the addressee or is otherwise deemed impossible, addressed to the Party to be notified at the address stated below:

Chickasha Golf Foundation
2900 South 16th Street
Chickasha, OK 73018

Chickasha Municipal Authority
Attn: Trust Manager
117 North 4th Street
Chickasha, OK 73018

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

THE CHICKASHA MUNICIPAL
AUTHORITY

Chairman

ATTEST:

Secretary

CHICKASHA GOLF FOUNDATION

Cary DeHart
Cary DeHart, President

STATE OF OKLAHOMA)

)

GRADY COUNTY)

Before me, a notary public in and for said county and state, on this 9 day of September, 2025, personally appeared Cary DeHart, the President of the Chickasha Golf Foundation to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed for the uses and purposes therein set forth and that they had the legal authority to execute the same and bind Chickasha Golf Foundation.

My commission expires: 07/03/29

A.B. Tryczak Notary Public

