



# McAlester City Council

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## NOTICE OF MEETING

### Regular Meeting Agenda

Tuesday, September 8, 2015 – 6:00 pm  
McAlester City Hall – Council Chambers  
28 E. Washington

Steve Harrison .....	Mayor
Weldon Smith.....	Ward One
John Titsworth .....	Ward Two
Travis Read, Vice Mayor.....	Ward Three
Robert Karr .....	Ward Four
Buddy Garvin .....	Ward Five
Jason Barnett .....	Ward Six
Peter J. Stasiak.....	City Manager
William J. Ervin.....	City Attorney
Cora M. Middleton .....	City Clerk

*This agenda has been posted at the McAlester City Hall, distributed to the appropriate news media, and posted on the City website: [www.cityofmcalester.com](http://www.cityofmcalester.com) within the required time frame.*

*The Mayor and City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to respond to a page or to conduct a phone conversation.*

*The McAlester City Hall is wheelchair accessible. Sign interpretation or other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Clerk's Office at 918.423.9300, Extension 4956.*

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#### CALL TO ORDER

*Announce the presence of a Quorum.*

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#### INVOCATION & PLEDGE OF ALLEGIANCE

Captain Robert Daniels, Salvation Army

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#### ROLL CALL

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#### CEREMONY AND AWARDS

Employee of the Month for August, 2015 is Robbie Patton, Gardner II for the City of McAlester.  
(Steve Harrison, Mayor)

**CITIZENS COMMENTS ON NON-AGENDA ITEMS**

*Residents may address Council regarding an item that is not listed on the Agenda. Residents must provide their name and address. Council requests that comments be limited to five (5) minutes.*

**CONSENT AGENDA**

*All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*

- A. Approval of the Minutes from the August 18, 2015, Special Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of the Minutes from the August 25, 2015, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- C. Approval of Claims for August 19, 2015 through September 1, 2015. *(Toni Ervin, Chief Financial Officer)*
- D. Consider and act upon, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-14-06-10, in the amount of \$9,901.50, for Construction Management and Resident Project Representative Services related to CIP#3 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*
- E. Consider and act upon, authorization of payment to T. McDonald Construction, Inc., Contractor's Application for Payment #10, in the amount of \$192,479.44, for the construction of road and infrastructure improvements related to CIP#3 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*
- F. Consider and act upon, authorization of payment to Carstensen Contracting, Inc. "Contractor's Application for Payment #8", in the amount of \$148,721.79 for the construction of road and infrastructure improvements related to CIP#2 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- G. Consider and act upon, authorization of payment to EST, Inc., Invoice #35134, in the amount of \$9,330.00 for Construction Management Services and Materials Testing Services related to CIP#2 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

- H. Consider and act upon, authorization of payment to EST, Inc., Invoice #35135, in the amount of \$32,789.25 for Construction Management Services and Materials Testing Services related to CIP#4 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.I., CFM, City Engineer and Public Works Director)*
- I. Consider and act upon, receipt of Permit No. WL 000061150601 from the Oklahoma Department of Environmental Quality (ODEQ) for the construction of 743 linear feet of eight (8) inch PVC sewer line and 766 linear feet of twelve (12) inch PVC sewer line to serve the Cottage Park Phase II, City of McAlester, Pittsburg County, Oklahoma. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- J. Consider and act upon, receipt of Permit No. WL 000061150647 from the Oklahoma Department of Environmental Quality (ODEQ) for the construction of 1,171 linear feet of eight (8) inch sewer line on Adams Street and Miami Avenue to serve the existing customers of City of McAlester, Pittsburg County, Oklahoma.. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- K. Accept and place on file, the Oklahomans for Independent Living (OIL) quarterly report for the period of April 1, 2015 through June 30, 2015. *(Pam Pulchny, Executive Director O.I.L.)*
- L. Consider and act upon, a request by Eastern Oklahoma State College, E.O.S.C., to partner with them for the rental for the use of the Southeast Expo Center for their GEAR UP event, September 29-30, 2015 and the ACT Prep event, December 16, 2015. *(Jerry Lynn Wilson, Expo Center Manager)*
- M. Consider and act upon, authorizing the Mayor to ratify and approve an agreement between the City of McAlester and Xerox Government Systems, LLC for Firehouse Software for Application Hosting and Technology Support Services. *(Brett Brewer, Fire Chief)*
- N. Ratify and approve a Facilities Space Agreement between the City of McAlester and the Oklahoma Department of Environmental Quality. To monitor the impact and extent of industrial pollution from urban areas adjacent to Southeastern Oklahoma. *(Cora Middleton, City Clerk)*
- O. Ratify and approve the Outer Marker Site & Access Road Lease Agreement between the City of McAlester and the U.S. Department of Transportation Federal Aviation Administration. This equipment allows for instrument Landings at the McAlester Airport. *(Cora Middleton, City Clerk)*

- P. Ratify and approve a property lease between the City of McAlester and Jo Ann Crabtree for the purpose of placing and maintaining an "Outer Marker" facility as a component of an instrument landing system. *(Cora Middleton, City Clerk)*
- Q. Ratify and approve an "Emergency Medical Technician Basic, Intermediate & Paramedic Field Clinical Agreement" between the City of McAlester Fire Department EMS and Kiamichi Technology Center, to allow for "Ride Along" privileges for Students in the Emergency Medical Technician Program. *(Cora Middleton, City Clerk)*
- R. Ratify and approve an agreement between the City of McAlester and Advanced Data Processing, Inc., a Subsidiary of Intermedix, for Ambulance billing and related professional services. *(Cora Middleton, City Clerk)*
- S. Ratify and approve a lease and contract between the City of McAlester and the Board of the Pittsburg County Regional Expo Authority for the use of the land where the Archery Park will be located. *(Cora Middleton, City Clerk)*
- T. Consider and act upon, authorization of payment to Carstensen Contracting, Inc. "Contractor's Application for Payment #2", in the amount of \$5,715.98, retainage, for the construction of road and infrastructure improvements related to CIP#1 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

## **ITEMS REMOVED FROM CONSENT AGENDA**

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### **PUBLIC HEARING**

*All persons interested in any ordinance listed under Scheduled Business shall have an opportunity to be heard in accordance with Article 2, Section 2.12(b) of the City Charter.*

**AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2538 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2015-16; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

**AN ORDINANCE TO CLOSE THE 105' OF THE 10' UTILITY EASEMENT IN LOTS 3 AND 4, IN BLOCK 1, EAGLE RIDGE ADDITION TO THE CITY OF McALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA, FROM THE EAST RIGHT-OF-WAY OF WHIPPOORWILL DRIVE TO THE WEST BOUNDARY OF THE 15' UTILITY EASEMENT IN LOTS 3 AND 4, IN BLOCK 1, EAGLE RIDGE ADDITION.**

**SCHEDULED BUSINESS**

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1. Consider and act upon, an Ordinance amending Ordinance No. 2538 which established the budget for fiscal year 2015-16; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*

## Executive Summary

Motion to approve the budget amendment ordinance.

2. Consider and act upon, an Ordinance to close 105' of the 10' Utility Easement in Lots 3 and 4, in Block 1, Eagle Ridge Addition to the City of McAlester, Pittsburg County, State of Oklahoma, from the east right-of-way of Whippoorwill Drive to the west boundary of the 15' Utility Easement in Lots 3 and 4, in Block 1, Eagle Ridge Addition. *(Leroy Alsup, Community and Economic Development Director)*

## Executive Summary

Motion to approve and act upon the Ordinance to close the easement referenced above and to authorize the Mayor to sign the Ordinance.

3. **PULLED FROM AUGUST 25, 2015 MEETING:** Consider and act upon, awarding bid in the amount of \$74,800.00 to McCabe Crane & Sign, LLC. for a new digital marquee sign for the Southeast Expo. *(Mel Priddy, Community Services Director)*

## Executive Summary

Motion to approve the award of bid to McCabe Crane & Sign, LLC.

4. Consider and act upon, authorizing the Mayor to sign Federal Aviation Administration Grant Offer for Airport Improvement Program Project No. 3-40-0057-013-2015 "Replace Existing Drainage Pipe, Damaged Inlets, Lights, Signs, and Connecting Taxiway Pavement". *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

## Executive Summary

The recommendation is to authorize the Mayor to sign Application for Federal Assistance SF-424 to provide funding for: Project 3-40-0057-013-2015 "Replace Existing Drainage Pipe, Damaged Inlets, Lights, Signs, and Connecting Taxiway Pavement".

5. **PULLED FROM AUGUST 11, 2015 MEETING:** Consider and act upon, authorizing the Mayor to sign a contract between the City of McAlester and Bronze Oak, LLC, to construct the following McAlester Regional Airport improvements: "Replace Existing Drainage Pipe, Damaged Inlets, Lights, Signs, and Connecting Taxiway Pavement", Project 3-40-0057-013-2015. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

## Executive Summary

The recommendation is to authorize the Mayor to sign a contract between the City of McAlester and Bronze Oak, LLC, to construct the following McAlester Regional Airport improvements: "Replace Existing Drainage Pipe, Damaged Inlets, Lights, Signs, and Connecting Taxiway Pavement", Project 3-40-0057-013-2015, for an amount of \$209,825.50.

6. Consider and act upon, accepting the bid amount of \$86,350.00 from Rocking O Construction, LLC to repair a portion of the Sandy Creek canal wall, and authorizing the Mayor to sign the Notice of Award to Rocking O Construction, LLC, and the Agreement to complete the repair. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

Executive Summary

The recommendation is to enter into an agreement with Rocking O Construction, LLC for a Total Bid equal to \$86,350.00, to repair a portion of the Sandy Creek canal wall.

7. Consider and act upon, approving a change order in the amount of \$3,186.08 to the bid price of \$39,811.85 to add a K-9 cage for our new drug dog. *(Gary Wansick, Chief of Police)*

Executive Summary

Motion to approve change order.

8. Consider and act upon, authorizing the Mayor to sign an agreement with American Municipal Services (AMS) for the collection of delinquent fines. *(Karen Boatright, Municipal Court Administrator)*

Executive Summary

Recommendation to authorize and approve contract.

9. Discussion on the installation of Directional Signage along Carl Albert Parkway to increase awareness of various tourist locations in the City of McAlester. *(Buddy Garvin, Councilman Ward Five)*

Executive Summary

For discussion.

## **NEW BUSINESS**

*Any matter not known or which could not have been reasonably foreseen prior to the time of posting the Agenda in accordance with Sec. 311.9, Title 25, Oklahoma State Statutes.*

## **CITY MANAGER'S REPORT (Peter J. Stasiak)**

- Report on activities for the past two weeks.

## **REMARKS AND INQUIRIES BY CITY COUNCIL**

## **MAYORS COMMENTS AND COMMITTEE APPOINTMENTS**

## **RECESS COUNCIL MEETING**

**CONVENE AS McALESTER AIRPORT AUTHORITY**

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*Majority of a Quorum required for approval*

- Approval of the Minutes from the August 25, 2015, Regular Meeting of the McAlester Airport Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending September 1, 2015. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item O, to ratify and approve the Outer Marker Site & Access Road Lease Agreement between the City of McAlester and the U.S. Department of Transportation Federal Aviation Administration. This equipment allows for instrument Landings at the McAlester Airport. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item P, to ratify and approve a property lease between the City of McAlester and Jo Ann Crabtree for the purpose of placing and maintaining an "Outer Marker" facility as a component of an instrument landing system. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item 1, an Ordinance amending Ordinance No. 2538 which established the budget for fiscal year 2015-16; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 4, authorizing the Mayor to sign Federal Aviation Administration Grant Offer for Airport Improvement Program Project No. 3-40-0057-013-2015 "Replace Existing Drainage Pipe, Damaged Inlets, Lights, Signs, and Connecting Taxiway Pavement". *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 5, authorizing the Mayor to sign a contract between the City of McAlester and Bronze Oak, LLC, to construct the following McAlester Regional Airport improvements: "Replace Existing Drainage Pipe, Damaged Inlets, Lights, Signs, and Connecting Taxiway Pavement", Project 3-40-0057-013-2015. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

**ADJOURN MAA****CONVENE AS McALESTER PUBLIC WORKS AUTHORITY**

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*Majority of a Quorum required for approval*

- Approval of the Minutes from the August 18, 2015, Special Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*

- Approval of the Minutes from the August 25, 2015, Regular Meeting of the McAlester Public Works Authority. *(Cora Middleton, City Clerk)*
- Confirm action taken on City Council Agenda Item C, regarding claims ending September 1, 2015. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item D, authorization of payment to Infrastructure Solutions Group, LLC; dba Mehlburger Brawley, Invoice # MC-14-06-10, in the amount of \$9,901.50, for Construction Management and Resident Project Representative Services related to CIP#3 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item E, authorization of payment to T. McDonald Construction, Inc., Contractor's Application for Payment #10, in the amount of \$192,479.44, for the construction of road and infrastructure improvements related to CIP#3 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item F, authorization of payment to Carstensen Contracting, Inc. "Contractor's Application for Payment #8", in the amount of \$148,721.79 for the construction of road and infrastructure improvements related to CIP#2 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item G, authorization of payment to EST, Inc., Invoice #35134, in the amount of \$9,330.00 for Construction Management Services and Materials Testing Services related to CIP#2 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item H, authorization of payment to EST, Inc., Invoice #35135, in the amount of \$32,789.25 for Construction Management Services and Materials Testing Services related to CIP#4 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item I, receipt of Permit No. WL 000061150601 from the Oklahoma Department of Environmental Quality (ODEQ) for the construction of 743 linear feet of eight (8) inch PVC sewer line and 766 linear feet of twelve (12) inch PVC sewer line to serve the Cottage Park Phase II, City of McAlester, Pittsburg County, Oklahoma. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

- Confirm action taken on City Council Agenda Item J, receipt of Permit No. WL 000061150647 from the Oklahoma Department of Environmental Quality (ODEQ) for the construction of 1,171 linear feet of eight (8) inch sewer line on Adams Street and Miami Avenue to serve the existing customers of City of McAlester, Pittsburg County, Oklahoma. (*John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director*)
- Confirm action taken on City Council Agenda Item N, to ratify and approve a Facilities Space Agreement between the City of McAlester and the Oklahoma Department of Environmental Quality. To monitor the impact and extent of industrial pollution from urban areas adjacent to Southeastern Oklahoma. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item T, authorization of payment to Carstensen Contracting, Inc. "Contractor's Application for Payment #2", in the amount of \$5,715.98, retainage, for the construction of road and infrastructure improvements related to CIP#1 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. (*John C. Modzelewski, P.E., City Engineer and Public Works Director*)
- Confirm action taken on City Council Agenda Item 1, an Ordinance amending Ordinance No. 2538 which established the budget for fiscal year 2015-16; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (*Toni Ervin, Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item 2, an Ordinance to close 105' of the 10' Utility Easement in Lots 3 and 4, in Block 1, Eagle Ridge Addition to the City of McAlester, Pittsburg County, State of Oklahoma, from the east right-of-way of Whippoorwill Drive to the west boundary of the 15' Utility Easement in Lots 3 and 4, in Block 1, Eagle Ridge Addition. (*Leroy Alsup, Community and Economic Development Director*)
- Confirm action taken on City Council Agenda Item 4, authorizing the Mayor to sign Federal Aviation Administration Grant Offer for Airport Improvement Program Project No. 3-40-0057-013-2015 "Replace Existing Drainage Pipe, Damaged Inlets, Lights, Signs, and Connecting Taxiway Pavement". (*John C. Modzelewski, P.E., City Engineer and Public Works Director*)
- Confirm action taken on City Council Agenda Item 5, authorizing the Mayor to sign a contract between the City of McAlester and Bronze Oak, LLC, to construct the following McAlester Regional Airport improvements: "Replace Existing Drainage Pipe, Damaged Inlets, Lights, Signs, and Connecting Taxiway Pavement", Project 3-40-0057-013-2015. (*John C. Modzelewski, P.E., City Engineer and Public Works Director*)
- Confirm action taken on City Council Agenda Item 6, accepting the bid amount of \$86,350.00 from Rocking O Construction, LLC to repair a portion of the Sandy Creek canal wall, and authorizing the Mayor to sign the Notice of Award to Rocking O

Construction, LLC, and the Agreement to complete the repair. *(John C. Modzelewski, P.E., City Engineer and Public Works Director)*

ADJOURN MPWA

RECONVENE COUNCIL MEETING

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ADJOURNMENT

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CERTIFICATION

*I certify that this Notice of Meeting was posted on this \_\_\_\_\_ day of \_\_\_\_\_ 2015 at \_\_\_\_\_ a.m./p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: [www.cityofmcalester.com](http://www.cityofmcalester.com).*

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**Cora M. Middleton, City Clerk**

The McAlester City Council met in Special session on Tuesday, August 18, 2015 at 5:00 P.M. after proper notice and agenda was posted, August 17, 2015, at 10:45 A.M.

**Call to Order**

Mayor Harrison called the meeting to order.

**Roll Call**

Council Roll Call was as follows:

Present: John Titsworth, Travis Read, Robert Karr, Buddy Garvin, Jason Barnett & Steve Harrison  
Absent: Weldon Smith & Travis Read  
Presiding: Steve Harrison, Mayor

Staff Present: Peter J. Stasiak, City Manager; John Modzelewski, City Engineer/Public Works Director; William J. Ervin, City Attorney and Cora Middleton, City Clerk

**Scheduled Business**

1. Consider and act upon, Change Order No. 3 to the contract with Carstensen Contracting, Inc. for the construction of CIP#2 Improvements and authorize the Mayor to sign Change Order No. 3.

**Executive Summary**

Motion to approve Change Order No. 3 to the contract with Carstensen Contracting, Inc. and authorizing the Mayor to sign Change Order No. 3. The Change Order will add fourteen days to the project. The cost of this change order, \$20,143.47, is offset by the Lime Stabilized Subgrade line item that is not utilized with this project.

A motion was made by Councilman Garvin and seconded by Councilman Karr to approve Change Order No. 3 to the contract with Carstensen Contracting, Inc. for the construction of CIP#2 Improvements and authorize the Mayor to sign Change Order No. 3, costing \$20,143.47.

Before the vote, Director Modzelewski addressed the Council explaining as with all of the street projects the City continued to learn. He then explained that this Change Order would add approximately three hundred (300) linear feet of sidewalk to connect existing sidewalks on both the east and west sides of the street. He stated that this was not included in the plans but would add to the continuity of the project. He then added that the cost of this Change Order would be offset by the Lime Stabilization Subgrade line item that was not utilized with this project.

There was no further discussion, and the vote was taken as follows:

AYE: Councilman Garvin, Karr, Titsworth, Barnett & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

Recess Council Meeting

A motion was made by Councilman Karr and seconded by Councilman Garvin to recess the Special Meeting and convene the McAlester Public Works Authority.

There was no discussion, and the vote was taken as follows:

AYE: Councilman Karr, Garvin, Titsworth, Barnett & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 5:03 P.M.

Reconvene Council Meeting

The meeting was reconvened at 5:03 P.M.

Adjournment

There being no further business to come before the Council, Councilman Karr moved for the meeting to be adjourned. The motion was seconded by Councilman Barnett and the vote was taken as follows:

AYE: Councilman Karr, Barnett, Titsworth, Garvin & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried and the meeting was adjourned at 5:04 P.M.

ATTEST:

\_\_\_\_\_  
Steve Harrison, Mayor

\_\_\_\_\_  
Cora Middleton, City Clerk

The McAlester City Council met in a Regular session on Tuesday, August 25, 2015, at 6:00 P.M. after proper notice and agenda was posted, August 24, 2015 at 2:57 P.M.

### **Call to Order**

Mayor Harrison called the meeting to order.

Captain Robert Daniels, Salvation Army gave the invocation and led the Pledge of Allegiance.

### **Roll Call**

Council Roll Call was as follows:

Present: Weldon Smith, John Titsworth, Travis Read, Robert Karr, Buddy Garvin, Jason Barnett & Steve Harrison  
Absent: None  
Presiding: Steve Harrison, Mayor

Staff Present: Peter J. Stasiak, City Manager; John Modzelewski, City Engineer/Public Works Director; Gary Wansick, Police Chief; Toni Ervin, CFO; Ralph Jernigen, Assistant Fire Chief; Jerry Lynn Wilson, Expo Center Manager ; William J. Ervin, City Attorney and Cora Middleton, City Clerk

### **Ceremony & Awards**

Mayor Harrison presented

### **Citizens Comments on Non-Agenda Items**

There were no Citizen comments.

### **Consent Agenda**

- A. Approval of the Minutes from the August 11, 2015, Regular Meeting of the McAlester City Council. *(Cora Middleton, City Clerk)*
- B. Approval of Claims for August 6, 2015 through August 18, 2015. *(Toni Ervin, Chief Financial Officer)* In the following amounts: General Fund - \$115,091.63; Parking Authority - \$129.45; Nutrition - \$1,785.69; Landfill Res/Sub-Title D - \$1,087.95; Tourism Fund - \$2,680.32; SE Expo Center - \$9,024.74; E-911 - \$5,743.62; Economic

Development - \$23,947.82; Fleet Maintenance - \$17,956.62; CIP Fund - \$20,969.40 and Technology Fund – 4182.99.

- C. Ratify and approve an agreement between the City of McAlester and the American Red Cross for use of the JI Stipe Recreation Center as an Emergency Shelter. *(Cora Middleton, City Clerk)*
- D. Ratify and approve an agreement between the City of McAlester and the Oklahoma Tourism and Recreation Commission to help distribute promotional brochures for the City of McAlester. *(Cora Middleton, City Clerk)*
- E. Ratify and approve an agreement between the City of McAlester and American Municipal Services (AMS) for the collection of delinquent fines. *(Cora Middleton, City Clerk)*
- F. Consider and act upon, adoption of a corrected schedule for the Fire Fighter's Pay Scale. This is a correction to a scrivener's error and has no effect on the original resolution. The previous schedule, presented at the June 23<sup>rd</sup> Council Meeting, and the corrected one are attached. There will be no past or current effect to any employee's pay. *(Toni Ervin, Chief Financial Officer)*
- G. Consider and act upon, authorizing the Mayor to sign Customer Service Agreement with Unifirst for the purchase and rental of uniforms to be provided to the Non-Uniform employees of the City of McAlester. This is a new vendor. It is funded by the Clothing Allowance line item in each department. *(Toni Ervin, Chief Financial Officer)*
- H. Consider and act upon, authorization of payment to T. McDonald Construction, Inc. "Contractor's Application for Payment #9", in the amount of \$80,937.56, for the construction of road and infrastructure improvements related to CIP#3 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- I. Consider and act upon, authorization of payment to Carstensen Contracting, Inc. "Contractor's Application for Payment #3", in the amount of \$796,332.60, for the construction of road and infrastructure improvements related to CIP#4 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- J. Consider and act upon, authorization of payment to Poe & Associates, Inc., Invoice # WIC 9608, in the amount of \$878.73, for engineering services related to CIP#4 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

Councilman Smith requested that item "E" be removed for individual consideration.

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to approve Consent Agenda items "A through D and F through J". There was no discussion, and the vote was taken as follows:

AYE: Councilman Read, Smith, Titsworth, Karr, Garvin, Barnett & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

### **Items removed from Consent Agenda**

E. Ratify and approve an agreement between the City of McAlester and American Municipal Services (AMS) for the collection of delinquent fines. *(Cora Middleton, City Clerk)*

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to Ratify and approve an agreement between the City of McAlester and American Municipal Services (AMS) for the collection of delinquent fines.

Before the vote, Councilman Smith commented that he wanted clarification on the fee.

Following a brief discussion concerning the original agreement, the two (2) addendums to the agreement, how State statutes had changed, and how well the service was being performed, it was decided to pull the item until the next Council meeting.

Manager Stasiak informed the Council that staff would look at a new agreement and information on how well the collections had been. He added this would be presented to the Council.

No action was take on this item.

A motion was made by Councilman Karr and seconded by Councilman Garvin to open a Public Hearing to address two (2) Ordinances. There was no discussion, and the vote was taken as follows:

AYE: Councilman Karr, Smith, Read, Garvin, Barnett, Titsworth & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried and the Public Hearing was opened at 6:16 P.M.

### **Public Hearing**

- **AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2501 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2014-15; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

- **AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2538 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2015-16; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

There were no comments from the Council or audience and Councilman Smith moved to close the Public Hearing. The motion was seconded by Councilman Karr and the vote was taken as follows:

AYE: Councilman Smith, Karr, Garvin, Barnett, Titsworth, Read & Mayor Harrison  
 NAY: None

Mayor Harrison declared the motion carried and the Public Hearing was closed at 6:16 P.M.

**Scheduled Business**

1. Presentation of Financial Reporting under GASB Statements (Actuarial Report) for the City of McAlester Defined Benefit Retirement Plan and Trust as of June 30, 2015. *(Bruce R. Nordstrom, FSA, EA, MAAA, Senior Consulting Actuary, MHBT Inc.)*

Executive Summary

Motion to accept and place on file the Actuarial Report for period ending June 30, 2015.

Bruce Nordstrom, Senior Consulting Actuary, MHBT, Inc. addressed the Council reviewing the Actuarial Report for the City of McAlester Defined Benefit Retirement Plan and Trust as of June 30, 2015. He commented on the continued level funding of the Plan by the City and how it would lead to the Plan eventually being fully funded. He stated that the City had gained more control of the Plan.

Mayor Harrison inquired about the difference in the Market and Actuarial value of the Plan's assets and he commented that the Plan seemed to be doing better than in the past.

There was no action taken on this item.

2. Accept and place on file, the FY 2015 Annual Report for the McAlester Public Works Authority's "Water System Operation and Maintenance Agreement" with Severn Trent Environmental Services., Inc. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*

Executive Summary

Accept the FY 2015 Annual Report for the McAlester Public Works Authority's "Water System Operation and Maintenance Agreement" with Severn Trent Environmental Services., Inc. for the months July 2014 through June 2015.

Director Modzelewski addressed the Council explaining that as it was the end of the fiscal year Severn Trent was going to present the Annual Report instead of a Quarterly Report. He then briefly highlighted some of the improvements that had been made at the Water Treatment Plant.

Director Modzelewski introduced Jake Walton, Severn Trent Project Manager for the City of McAlester Water Treatment Plant.

Mr. Walton addressed the Council commenting that the first year of operations at the McAlester Water Treatment Plant had come to an end and during the year there had been many changes and improvements. He informed the Council that Severn Trent had ended the year within the Chemical Cap with a total savings of \$74,094.63. But there had also been many needed repairs and capital improvements identified. He commented that many of the improvements and regular maintenance throughout the facility had been deferred over the years. He then reviewed some of the improvements that had been accomplished over the past year. He then introduced Stephanie Cerling, PE, Engineering Manager, Technical Solutions Group.

Ms. Cerling addressed the Council reviewing many of the ‘Critical’ Capital improvement Projects and concerns that were needed at the Water Treatment Plant.

There was discussion among the Council, Manager Stasiak, Mr. Walton and Ms. Cerling concerning prioritizing the needs, establishing how the City could fund these needs, continuing maintenance on old or outdated machinery, the condition of the pumps that send water to the City from the Plant, how the residual solids could be used and if the City used fluoride in its’ treatment process.

At the end of the discussion, a motion was made by Councilman Smith and seconded by Vice-Mayor Read to accept Severn Trent’s Annual Report. There was no further discussion, and the vote was taken as follows:

AYE: Councilman Smith, Read, Barnett, Titsworth, Karr & Mayor Harrison

NAY: Councilman Garvin

Mayor Harrison declared the motion carried.

3. Consider and act upon, an Ordinance amending Ordinance No. 2501 which established the budget for fiscal year 2014-2015; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Motion to approve the budget amendment ordinance.

### **ORDINANCE NO. 2543**

**AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2501 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2014-15; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

A motion was made by Councilman Karr and seconded by Councilman Smith to approve **ORDINANCE NO. 2543**, amending Fiscal Year 2014-2015 Budget.

Before the vote, CFO Ervin addressed the Council reviewing the exhibits and explaining that this amendment would appropriate funds Donations, additional Retirees Funds and additional Contracted Refuse Service. There was no discussion, and the vote was taken as follows:

AYE: Councilman Karr, Smith, Barnett, Titsworth, Read, Garvin & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

Vice-Mayor Read moved to approve the EMERGENCY CLAUSE. The motion was seconded by Councilman Garvin and the vote was taken as follows:

AYE: Councilman Read, Garvin, Smith, Titsworth, Karr, Barnett & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

4. Consider and act upon, an Ordinance amending Ordinance No. 2538 which established the budget for fiscal year 2015-16; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*

Executive Summary

Motion to approve the budget amendment ordinance.

#### **ORDINANCE NO. 2544**

**AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2538 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2015-16; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to approve **ORDINANCE NO. 2544**, amending Fiscal Year 2015-2016 Budget.

Before the vote, CFO Ervin addressed the Council reviewing the exhibits for the amendment. She explained that this amendment would move all open projects from Fiscal Year 2014-2015 Budget into the current fiscal year. There was no other discussion, and the vote was taken as follows:

AYE: Councilman Smith, Read, Garvin, Karr, Barnett, Titsworth & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

Vice-Mayor Read moved to approve the EMERGENCY CLAUSE. The motion was seconded by Councilman Garvin and the vote was taken as follows:

AYE: Councilman Read, Garvin, Smith, Titsworth, Karr, Barnett & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

5. Consider and act upon, awarding the bid in the amount of \$74,800.00 to McCabe Crane & Sign, LLC, for a new digital marquee sign for the Southeast Expo. *(Jerry Lynn Wilson, Expo Center Manager)*

Executive Summary

Motion to approve the award bid to McCabe Crane & Sign, LLC.

A motion was made by Vice-Mayor Read and seconded by Councilman Smith to award the bid in the amount of \$74,800.00 to McCabe Crane & Sign, LLC, for a new digital marquee sign for the Southeast Expo.

Before the vote, Expo Center Manager Jerry Lynn Wilson addressed the Council explaining that three (3) bids had been received and opened on July 11<sup>th</sup> for the digital marquee sign at the Expo Center. After review of all bids it was staff's recommendation to award the bid to McCabe Crane & Sign, LLC.

After discussion among the Council including Ms. Wilson, Manager Stasiak and Attorney Ervin regarding the amount of the bid, how the low bidder could perform quality work at that price, the references for this company, where the contract was for this project and bringing it back at the next meeting with a contract for the project, this item was pulled with no action taken.

6. Discussion and possible action, on approval of certain costs related to the Fire Department. Funds to be used from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services. *(Brett Brewer, Fire Chief)*

Executive Summary

Motion to approve the purchase of new Nomex Firefighting Hoods. The cost of the hoods not to exceed \$1,500.00. Purchase to be made with funds from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to approve the purchase of new Nomex Firefighting Hoods. The cost of the hoods not to exceed \$1,500.00. Purchase to be made with funds from the City of McAlester's Fire Department's portion of the county quarter cent excise tax for fire services.

Before the vote, Assistant Fire Chief Jernigen addressed the Council explaining that the Fire Department would like to purchase an extra Nomex hood for each of the firefighters and the purchase would be funded through the use of the City's portion of the County quarter cent excise tax for fire services.

After a brief discussion regarding the cost of the hoods, the vote was taken as follows:

AYE: Councilman Smith, Read, Karr, Garvin, Barnett, Titsworth & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

7. Consider and act upon, awarding a bid in the amount of \$25,493.86 to John Vance Auto Group pursuant to Section 2-275 of the McAlester City Code, for 1 new and unused ½ Ton Truck. (*Gary Wansick, Chief of Police/Sheila Norman, Purchasing Fixed Assets*)

Executive Summary

Motion to approve award of bid to John Vance Auto Group.

Council Karr moved to award a bid in the amount of \$25,493.86 to John Vance Auto Group pursuant to Section 2-275 of the McAlester City Code, for 1 new and unused ½ Ton Truck. The motion was seconded by Councilman Garvin.

Before the vote, Police Chief Wansick addressed the Council explaining that the City's Purchasing Department had requested State Contract Bids for a new, in-stock ½ ton four wheel drive, four door pickup for the Police Department. He added that information had been received from two (2) vendors with John Vance Auto Group being the low bid. He then explained that the available vehicle had additional equipment from what was on the requested specs and the cost had increased to \$25,930.11, but it was still the lowest bid.

Mayor Harrison inquired about the increase being with in the budget. There was no other discussion, and the vote was taken as follows:

AYE: Councilman Karr, Garvin, Barnett, Smith, Titsworth, Read & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

8. Consider and act upon, authorizing the Mayor to sign a Professional Services Agreement with Infrastructure Solutions Group, LLC, dba Mehlburger Brawley, for the design of road improvements for a segment of Washington Avenue from Fifth Street to Eighth Street. (*John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director*)

Executive Summary

Motion to approve authorizing the Mayor to sign a Professional Services Agreement with Infrastructure Solutions Group, LLC, dba Mehlburger Brawley, for the design of road improvements for a segment of Washington Avenue from Fifth Street to Eighth Street. The Fee Proposal is a lump sum amount of \$92,800.

A motion was made by Councilman Smith and seconded by Vice-Mayor Read to authorize the Mayor to sign a Professional Services Agreement with Infrastructure Solutions Group, LLC, dba Mehlburger Brawley, for the design of road improvements for a segment of Washington Avenue from Fifth Street to Eighth Street. The Fee Proposal is a lump sum amount of \$92,800.

Before the vote, Director Modzelewski addressed the Council explaining that this agreement would allow the consultant to provide engineering services for the design of road improvements for a segment of Washington Avenue from Fifth Street to Eighth Street. He added the engineering services included design and utility survey, geotechnical study, utilities plan and coordination, roadway plans, and bid documents, including final plans and specifications.

After a brief discussion concerning the use of ground pavement as base material and being able to do this project along with addressing the needs at the Water Treatment Plant, the vote was taken as follows:

AYE: Councilman Smith, Read, Garvin, Barnett, Titsworth, Karr & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried.

9. Consider and act regarding the completion of CIP #1 – 17<sup>th</sup> Street. (*Peter Stasiak, City Manager*)

Executive Summary

Discussion and possible action regarding implementation of a plan for completion of CIP#1.

Manager Stasiak addressed the Council informing them that on August 3, 2015 he was brought a Change Order for CIP #1. He reminded them that the City had contracted with Carstensen Contracting for approximately \$114,000.00 to finish CIP #1. He commented that when he received the Change Order in the amount of \$42,680.50 he immediately contacted Attorney Ervin. He added that by State law change orders cannot exceed 15% of the total contract. He stated that he, Attorney Ervin, CFO Ervin and members of EST contacted Josh Dede to discuss the Change Order and the City's limitations by State law. He commented that Mr. Dede was not satisfied with the options that were presented to him and requested to address the Council in person.

Josh Dede, 612 North Tamarack, Pipestone, Minnesota, addressed the Council reviewing the process that his company had taken to complete CIP #1, adding that the work had exceeded the bid quantities and he was here to figure out what could be done to receive payment for the work that had been completed.

After discussion regarding the three (3) options that had been presented by the Attorney Ervin, the language in the agenda, if the City had been notified prior to the additional work being done, if the contractor was aware of the 15% limitation, if there had been any indication from the Bonding Company, and if the work had been verified, Councilman Garvin moved to approve the Change Order for 15% of the contract, \$17,147.92. The motion was seconded by Councilman Barnett and the vote was taken as follows:

AYE: Councilman Garvin, Barnett, Smith, Titsworth, Karr & Mayor Harrison

NAY: Councilman Read

Mayor Harrison declared the motion carried.

### **New Business**

There was no New Business.

### **City Manager's Report**

- Report on activities for the past two weeks.

Manager Stasiak reported that 90% of the body Cams had been deployed and were in use, the 911 Generator had been installed last week, there would be a Special Meeting on Thursday, August 27<sup>th</sup> at 5:30 P.M. to address a proposal to refinance some of the City's remaining bonds, there was a Planning and Zoning meeting at 6:30 P.M. that evening followed by a Board of Adjustment meeting and Bids had been opened for the Sandy Creek Canal Wall project and hopefully would be bringing the recommendation before the Council soon.

### **Remarks and Inquiries by City Council**

There were no remarks of inquiries by the City Council for the evening.

### **Mayor's Comments and Committee Appointments**

Mayor Harrison did not have any comments for the evening.

### **Recess Council Meeting**

Mayor Harrison asked for a motion to recess the Regular Meeting to convene the Authorities. Councilman Smith moved to recess the Regular Meeting and convene the Authorities. The motion was seconded by Vice-Mayor Read. There was no discussion, and the vote was taken as follows:

AYE: Councilman Smith, Read, Karr, Garvin, Barnett, Titsworth & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried and the meeting was recessed at 7:42 P.M.

### **Reconvene Council Meeting**

The meeting was reconvened at 7:44 P.M.

### **Adjournment**

There being no further business to come before the Council, Councilman Karr moved for the meeting to be adjourned. The motion was seconded by Councilman Smith.

There was no discussion, and the vote was taken as follows:

AYE: Councilman Karr, Smith, Titsworth, Read, Garvin, Barnett & Mayor Harrison

NAY: None

Mayor Harrison declared the motion carried, and the meeting was adjourned at 7:21 P.M.

ATTEST:

\_\_\_\_\_  
Steve Harrison, Mayor

\_\_\_\_\_  
Cora Middleton, City Clerk

**CLAIMS FROM**

**August 19, 2015  
Thru  
September 1, 2015**

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISC VENDOR					
	TUCKER	I-201508317798	01 -5431331	EMPLOYEE TRAV TRAVEL EXP-FIRE MARSHAL CONF	075248	357.35
	GUTHRIE	I-201509017804	01 -5431331	EMPLOYEE TRAV TRAVEL EXP-SWIFT WTR RESCUE	075249	204.70
01-A00026	AT & T LONG DISTANCE					
		I-201508197751	01 -5215315	TELEPHONE UTI TELEPHONE EXP-LONG DIST	075185	228.36
01-A00028	"A" PLUS LAWN SERVICE					
		I-471863	01 -5542308	CONTRACTED SF CONTRACT MOWING FEE	075250	1,250.00
01-A00267	AIRGAS, INC					
		I-9041719450	01 -5431202	OPERATING SUP OXYGEN FOR EMS	075253	92.78
		I-9041820329	01 -5431202	OPERATING SUP OXYGEN FOR EMS	075253	156.74
		I-9042248297	01 -5431202	OPERATING SUP OXYGEN FOR EMS	075253	227.99
		I-9042610268	01 -5653213	SAFETY EXPENS SAFETY SUPPLIES	075253	120.70
		I-9042610269	01 -5431202	OPERATING SUP OXYGEN FOR EMS	075253	92.78
01-A00362	VYVE BROADBAND					
		I-201508197749	01 -5431328	INTERNET SERV INTERNET SVS-N FIRESTATION	075186	62.95
		I-201508197749	01 -5431328	INTERNET SERV INTERNET SVS-#2 FIRESTATION	075186	62.95
		J-201508267776	01 -5865328	INTERNET SERV INTERNET SVS-STREETS/FL MAINT	075235	83.85
		I-201508267776	01 -5547328	INTERNET SERV INTERNET SVS-CEMETERY	075235	61.64
01-A00720	ART'S CUSTOM FRAMING					
		I-4681	01 -5210202	OPERATING SUP FRAMING/GFOA CERTIFICATES	075258	165.50
01-A00751	ATWOODS					
		I-2721/9	01 -5544203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	075259	59.84
		I-2738/9	01 -5544203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	075259	273.86
01-B00089	BANK OF OKLAHOMA					
		I-5087786	01 -5547308	CONTRACTED SE CEM CARE FUND ADMIN FEE	075260	368.04
01-B00180	UNION IRON WORKS, INC.					
		I-S1878864.001	01 -5542203	REPAIRS & MAI SPRINKLER REPAIR ITE	075263	145.78
01-L	3 BOMB DESIGNZ					
		I-00056	01 -5431207	CLOTHING ALLO CLOTHING ALLOWANCE	075266	440.00
01-B00490	BRIGGS PRINTING					
		I-63721	01 -5320202	OPERATING EXP BUSINESS CARDS	075267	54.00
01-B00503	BROKEN ARROW ELECTRIC S					
		I-S1938164.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	075269	607.10
		I-S1938471.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	075269	20.81
01-C00149	CANON FINANCIAL SERVICE					
		I-15218926	01 -5215312	EQUIPMENT REN MONTHLY COPIER LEASE	075271	873.50

PACKET : 13188 13193 13213 13235

VENDOR SET: Mult.

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00431	CHIEF SUPPLY CO						
		C-785504AC	01	-5320202	OPERATING EXP NARC SUPPLIES	075273	300.00-
		I-334060	01	-5320202	OPERATING EXP NARC SUPPLIES	075273	420.24
		I-338722	01	-5320202	OPERATING EXP NARC SUPPLIES	075273	16.45
01-C00840	CRAWFORD & ASSOCIATES P						
		I-9229	01	-5215302	CONSULTANTS CONSULTANT FEES	075276	1,307.63
01-D00540	DOLESE BROTHERS						
		I-AG15102439	01	-5865218	STREET REPAIR CRUSHER ROCK FOR REPAIRS	075279	183.78
		I-AG15106013	01	-5865218	STREET REPAIR CRUSHER ROCK FOR REPAIRS	075279	385.67
		I-AG15107322	01	-5865218	STREET REPAIR CRUSHER ROCK FOR REPAIRS	075279	912.63
		I-AG15108203	01	-5865218	STREET REPAIR CRUSHER ROCK FOR REPAIRS	075279	509.96
01-E00237	ENNIS PAINT						
		I-293135	01	-5865203	REPAIR & MAIN PAINT FOR TRAFFIC CO	075281	1,110.00
01-E00266	ERVIN & ERVIN ATTORNEYS						
		I-201509017800	01	-5214302	CONSULTANTS CONTRACT LEGAL FEES-SEPT 2015	075246	3,125.00
01-F00300	EVANGELINE SPECIALTIES,						
		I-3668	01	-5542319	LIGHTS REPLAC CHRISTMAS DECORATIONS	075282	4,791.65
01-F00141	FIRE STORE						
		I-e1368282	01	-5431207	CLOTHING ALLO CLOTHING ALLOWANCE	075285	121.96
01-G00010	G & C RENTAL CENTER, IN						
		I-35690	01	-5547203	REPAIRS & MAI EQUIP RENT TO OPEN GRAVES	075287	532.66
		I-35836	01	-5547203	REPAIRS & MAI EQUIP RENT TO OPEN GRAVES	075287	511.49
		I-35905	01	-5547203	REPAIRS & MAI EQUIP RENT TO OPEN GRAVES	075287	475.30
01-H00223	HOPKINS PROPANE						
		I-81121	01	-5542212	FUEL EXPENSE DIESEL FUEL FOR PARKS	075294	1,664.98
		I-81122	01	-5547212	FUEL EXPENSE DIESEL FOR CEMETERY	075294	924.85
01-	0 HUMPHREY PLUMBING, INC.						
		I-0666	01	-5543203	REPAIRS & MAI DIAGNOSIS LEAK @ KOMAR	075295	180.00
		I-0813	01	-5548316	REPAIRS & MAI BATHROOM REP @ LIBRARY	075295	214.00
01-I00049	IDEAL CLEANING						
		I-201509017801	01	-5548308	CONTRACTED SE MONTHLY CLEANING SVS-AUG 2015	075296	1,515.00
01-I00061	RICOH USA, INC.						
		I-5037630310	01	-5321308	CONTRACTED SE POLICE COPIER MAINT. FEE	075297	72.50
01-I00110	IMPRESS OFFICE SUPPLY						
		I-037718-1	01	-5215202	OPERATING SUP OFFICE SUPPLIES	075298	74.26
		I-037795	01	-5431202	OPERATING SUP INCIDENT TAGS/BUS CARDS	075298	74.00
		I-037830	01	-5215202	OPERATING SUP OFFICE SUPPLIES	075298	4.99

PACKET : 13188 13193 13213 13235

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-I00120	TYLER TECHNOLOGIES						
		I-025-132923	01	-5213336	FEEES MONTHLY SUPPORT FEES-COURT	075299	200.00
		I-025-132923	01	-5225349	SOFTWARE MAIN MONTHLY SUPPORT FEES-IT	075299	220.50
01-I00195	INTEGRIS OCCUPATIONAL H						
		I-2015-19946	01	-5431305	PHYSICALS PRE-EMPLOYMENT PHYSICALS	075300	475.00
01-I00223	INTERNAT'L CODE COUNCIL						
		I-3059417	01	-5652330	DUES & SUBSCR MEMBERSHIP FEE	075301	135.00
01-K00054	IOWA COLLEGE ACQUISITION						
		I-010132-1865	01	-5225349	SOFTWARE MAIN EMS ONLINE TRAINING	075303	1,890.00
01-K00159	BSN SPORTS						
		1-6459134	01	-5544203	REPAIRS & MAI PITCHING RUBBERS	075304	196.18
01-L00380	LOCKE SUPPLY CO.						
		I-26604234-00	01	-5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	075311	26.86
		I-26644719-00	01	-5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	075311	142.58
01-L00428	LOWE'S CREDIT SERVICES						
		C-02223CR	01	-5865218	STREET REPAIR MISC REPAIR & MAINT ITEMS	075312	18.96-
		C-10488CR	01	-5865218	STREET REPAIR MISC REPAIR & MAINT ITEMS	075312	14.56-
		C-12469 CR	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	075312	47.49-
		I-02210	01	-5865218	STREET REPAIR MISC REPAIR & MAINT ITEMS	075312	121.66
		I-02225	01	-5865218	STREET REPAIR MISC REPAIR & MAINT ITEMS	075312	9.34
		I-02466	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	075312	88.35
		I-02556	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	075312	42.07
		I-02673	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	075312	87.55
		I-02766	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	075312	88.29
		I-06711	01	-5865218	STREET REPAIR MISC REPAIR & MAINT ITEMS	075312	67.25
		I-06867-1	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	075312	26.32
		I-07011	01	-5865218	STREET REPAIR MISC REPAIR & MAINT ITEMS	075312	33.16
		I-07353-1	01	-5865218	STREET REPAIR MISC REPAIR & MAINT ITEMS	075313	17.74
		I-07483	01	-5431203	REPAIRS & MAI MISC REPAIR ITEMS	075313	34.12
		I-07669	01	-5548203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	075313	28.32
01-M00487	MILLER OFFICE EQUIPMENT						
		I-MCA372251	01	-5215312	EQUIPMENT REN MONTHLY COPIER SVS-UB&C	075315	449.55
01-M00570	MOORE MEDICAL CORP.						
		I-98754363	01	-5432202	OPERATING SUP EMS SUPPLIES	075316	68.63
		I-98769638	01	-5432202	OPERATING SUP EMS SUPPLIES	075316	914.05
01-M00578	MRHC WELLNESS CENTER						
		I-15-00543	01	-5653215	AWARDS/NUC PR YRLY DUES WELLNESS CTR	075317	3,000.00
01-MC0050	MCALESTER CHAMBER OF						
		I-5351	01	-5210330	DUES & SUBSCR ANNUAL CHAMBER BANQUET	075318	30.00

PACKET : 13188 13193 13213 13235

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0098	MCAFFEE & TAFT						
		I-463186	01	-5210302	CONSULTANTS/L LEGAL FEES IAFF	075320	96.00
		I-463187	01	-5210302	CONSULTANTS/L LEGAL FEES FOP	075320	144.00
		I-463188	01	-5210302	CONSULTANTS/L LEGAL FEES IAFF	075320	432.00
		I-463188-1	01	-5210302	CONSULTANTS/L LEGAL FEES IAFF	075320	72.00
		I-463189	01	-5210302	CONSULTANTS/L LEGAL FEES IAFF	075320	312.00
		I-463189-1	01	-5210302	CONSULTANTS/L LEGAL FEES IAFF	075320	240.00
		I-463190-1	01	-5210302	CONSULTANTS/L LEGAL FEES IAFF	075320	240.00
		I-463191-1	01	-5210302	CONSULTANTS/L LEGAL FEES IAFF	075320	240.00
		I-463592	01	-5214302	CONSULTANTS LEGAL FEES	075320	2,146.17
01-MC0140	MCALESTER PAINT & SUPPL						
		I-00108861	01	-5543206	CHEMICALS POOL CHEMICALS	075322	248.60
		I-00109093	01	-5543206	CHEMICALS POOL CHEMICALS	075322	338.40
		I-00109094	01	-5543206	CHEMICALS POOL CHEMICALS	075322	30.12
01-MC0146	PITTSBURG COUNTY EMERGE						
		I-201509017803	01	-5101353	PITTSBURG EME EMER MGMT FEE-SEPT 2015	075323	4,166.66
01-N00250	MCALESTER NEWS CAPITAL						
		I-300002502	01	-5212317	ADVERTISING & COUNCIL PUBLICATIONS	075324	35.95
		I-300002511	01	-5215202	OPERATING SUP BID AD FEES	075324	30.45
		I-300002608	01	-5101350	ELECTIONS PUBLICATION FEE-ELEC	075324	136.60
01-N00340	BLUE TARP FINANCIAL, IN						
		I-33593954	01	-5865203	REPAIR & MAIN POWER INVERTER FOR TC-1	075328	309.41
01-000075	O'REILLY AUTO PARTS						
		C-0230-313109 cr	01	-5431203	REPAIRS & MAI MISC AUTO REPAIR PARTS	075330	67.99-
		I-0230-312414	01	-5431203	REPAIRS & MAI MISC AUTO REPAIR PARTS	075331	14.97
		I-0230-312683	01	-5431203	REPAIRS & MAI MISC AUTO REPAIR PARTS	075331	67.99
		I-0230-313262	01	-5431203	REPAIRS & MAI MISC AUTO REPAIR PARTS	075331	5.49
01-000082	OAKLEY						
		I-736796395	01	-5431207	CLOTHING ALLO UNIFORM ALLOWANCE	075333	472.68
01-00015	OKLA STATE UNIVERSITY						
		I-2750	01	-5542331	EMPLOYEE TRAV OKVMA TRAINING FEE	075336	900.00
01-000520	OIL-OK INDEPENDENT LIVI						
		I-082015-2015-2016	01	-5101355	OIL-OK FOR IN CONTRACT-OK FOR INDEPENDENT LI	075337	2,000.00
01-000530	OML-OK MUNICIPAL LEAGUE						
		I-057942	01	-5653317	ADVERTISING & AD FOR JOB POSTING	075338	10.00
01-000598	OSU						
		I-987	01	-5432331	EMPLOYE TRAVE CPR CARDS	075339	1,000.00
01-P00242	PETER STASIAK						

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-	2 PETER STASIAK		continued			
		I-201508277779	01 -5210331	EMPLOYEE TRAV TRAVEL EXPENSE-LEGAL	075342	166.15
01-P00560	PUBLIC SERVICE/AEP					
		I-201508197747	01 -5215313	ELECTRIC UTIL ELECT UTIL-ST LIGHTS	075190	12,109.02
01-Q00035	QUILL OFFICE SUPPLIES					
		I-6995477	01 -5215202	OPERATING SUP INK FOR STOCK	075345	1,473.84
01-R00524	ROSE STATE COLLEGE					
		I-15-00584	01 -5210331	EMPLOYEE TRAV TRAINING FEE-FINANCE	075351	395.00
		I-15-00584	01 -5211331	EMPLOYEE TRAV TRAINING FEE-FINANCE	075351	790.00
01-S00190	SECURITY SYS. & ENG. IN					
		I-30362	01 -5548203	REPAIRS & MAI SECURITY CAMERA-JAIL	075353	85.00
01-S00329	SHRED-17 USA, INC-OKLAH					
		I-9407093722	01 -5212308	CONTRACTED SE MONTHLY SHRED SERV	075355	64.00
01-S00726	STAPLES ADVANTAGE					
		I-3274316819	01 -5213202	OPERATING SUP OFFICE SUPPLIES	075358	129.99
		I-3274316819	01 -5431202	OPERATING SUP OFFICE SUPPLIES	075358	129.99
		I-3274316819	01 -5542202	OPERATING SUP OFFICE SUPPLIES	075358	99.99
		I-3274316824	01 -5215202	OPERATING SUP OFFICE SUPPLIES	075358	146.09
		I-3274316825	01 -5215202	OPERATING SUP OFFICE SUPPLIES	075358	249.50
		I-3274316826	01 -5215202	OPERATING SUP OFFICE SUPPLIES	075358	396.17
01-S00875	STREET DECOR, INC					
		I-23402	01 -5542319	LIGHTS REPLAC CHRISTMAS LIGHT BULBS	075359	742.35
01-S00956	SWANK MOTION PICTURES,					
		I-RG2085272	01 -5215202	OPERATING SUP MOVIE RENTAL FEE	075360	301.00
01-T00630	TWIN CITIES READY MIX,					
		I-113970	01 -5865218	STREET REPAIR CONCRETE FOR STREET REP	075362	920.00
01-U00149	URETEK ICR OKLAHOMA					
		I-2716	01 -5865218	STREET REPAIR REPAIRS AT PARKER MID SCH	075366	20,462.00
01-V00116	VIRGINIA G WEBB					
		I-2015-004	01 -5210480	CONTINGENCY COMMUNICATION SERVICES	075367	800.00
01-W00040	WALMART COMMUNITY BRC					
		I-05918	01 -5431203	REPAIRS & MAI MISC SUPPLIES	075368	10.97
		I-05958	01 -5431203	REPAIRS & MAI MISC SUPPLIES	075368	182.73
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1934515.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	075373	298.08
		I-S1935073.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	075373	30.77

PACKET : 13188 13193 13213 13235

VENDOR SET: Mult

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-	WHITE ELECTRICAL SUPPLY		continued			
		I-S1935209.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	075373	2.68
		I-S1936504.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	075373	54.66
		I-S1936737.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	075373	16.40
		I-S1937440.001	01 -5548203	REPAIRS & MAI MISC MAINT & REPAIR ITEMS	075373	14.85
			FUND 01 GENERAL FUND	TOTAL:		86,844.46

PACKET : 13188 13193 13213 13235

VENDOR SET: Mult

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00103	ACCURATE LABS & MINING	I-SU22678	02 -5973203	REPAIRS & MAI LAB SUPPLIES FOR WWTP	075251	3,137.20
01-A00423	ALLIED WASTE SERVICES O	I-375-000364759	02 -5866306	CONTRACTED RE WASTE SVS FEE-AUG 2015	075255	152,091.16
		I-375-000364759	02 -5866306	CONTRACTED RE CREDIT FOR BAD DEBT	075255	749.88-
01-A00751	ATWOODS	I-2714/9	02 -5216202	OPERATING SUP METER READER SUPPLIES	075259	9.99
01-B00180	UNION IRON WORKS, INC.	I-S1871647.001	02 -5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	075263	199.99
		I-S1875528.001	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	075263	16.28
		I-S1876322.001	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	075263	43.36
		I-S1876370.001	02 -5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	075263	108.36
		I-S1876919.001	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	075263	56.90
		I-S1877261.001	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	075263	11.81
		I-S1877636.001	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	075263	97.57
		I-S1878131.001	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	075263	13.09
		I-S1878221.001	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	075263	20.33
		I-S187862.001	02 -5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	075263	3.13
		I-S1878711.001	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	075263	23.83
		I-S1878904.001	02 -5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	075263	12.84
		I-S1879093.001	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	075263	40.60
		I-S1879240.001	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	075264	26.46
01-B00314	BIO-AQUATIC TESTING, IN	I-00047752	02 -5973304	LAB TESTING QTRLY TESTING FEE	075265	2,782.00
01-B00491	BRENNTAG SOUTHWEST, INC	I-BSW639125	02 -5973206	CHEMICALS CHEMICAL FOR WWT	075268	973.80
01-C00271	CBSA	I-201508257767	02 -2512	CBSA COLLECTI CBSA COLLECTION FEES FOR UB&C	075272	36.70
01-	0 DATAMATIC, INC.	I-IN00001077	02 -5216202	OPERATING SUP REPAIR FOR METER HANDHELD	075277	84.00
01-D00540	DOLESE BROTHERS	I-AG15106012	02 -5975218	STREET REPAIR GRAVEL FOR ST. REPAIRS	075279	1,036.22
		I-AG15106687	02 -5975218	STREET REPAIR GRAVEL FOR ST. REPAIRS	075279	1,293.40
		I-AG15107321	02 -5975218	STREET REPAIR GRAVEL FOR ST. REPAIRS	075279	663.80
		I-AG15108202	02 -5975218	STREET REPAIR GRAVEL FOR ST. REPAIRS	075279	207.93
01-D00730	DUB ROSS CO.	I-0093700-IN	02 -5973203	REPAIRS & MAI TINHORNS FOR EAST WWP	075280	530.00
01-F00037	FASTENAL	I-OKMCA135954	02 -5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	075283	25.94

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-	7 FASTENAL					
			continued			
		I-OKMCA136313	02 -5973203	REPAIRS & MAI MISC REPAIR & MAINT ITEMS	075283	10.74
01-H00016	HD SUPPLY WATERWORKS, L					
		C-E372041CR	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	075291	79.00-
		I-E306767	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	075291	832.00
		I-E306776	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	075291	249.60
		I-E309749	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	075291	255.75
		I-E319126	02 -5975209	UTILITY MAINT AQUATAP/ NEW WATER SVS	075291	4,300.00
		I-E327408	02 -5975209	UTILITY MAINT MISC MAINT & REPAIR ITEMS	075291	349.28
		I-E394669	02 -5975209	UTILITY MAINT MISC REPAIR PARTS	075291	1,960.95
01-H00100	HAYNES EQUIPMENT, LLC					
		I-8114057-JN	02 -5973203	REPAIRS & MAI PUMP REPAIR PARTS	075292	2,251.86
01-H00215	HOLLOWAY, UPDIKE AND BE					
		I-2	02 -5975230	SEWER MAIN RE CONCLUT FEE SEWER IMPROVE	075293	2,100.00
01-I00120	TYLER TECHNOLOGIES					
		I-025-132923	02 -5216336	FEES MONTHLY SUPPORT FEES-UB&C	075299	293.16
01-K00210	KJAMICHI ELECTRIC COOP.					
		I-201508197750	02 -5267313	ELECTRIC UTIL ELECT UTIL-UTM OFFICE HEREFORD	075189	691.19
01-L00428	LOWE'S CREDIT SERVICES					
		I-06879	02 -5216202	OPERATING SUP FLASHLIGHTS/ METER READER	075312	51.83
		I-07273	02 -5216202	OPERATING SUP FLASHLIGHTS/ METER READER	075312	129.97
01-MC0140	MCALESTER PAINT & SUPPL					
		I-00109079	02 -5216202	OPERATING SUP PAINT FOR METER READERS	075322	115.68
01-N00250	MCALESTER NEWS CAPITAL					
		I-300002504	02 -5871330	DUES & SUBSCR PUBLICATION FEE	075324	42.50
01-	0 NORTH CENTRAL LAB					
		I-359713	02 -5973203	REPAIRS & MAJ LAB SUPPLIES	075327	567.29
01-000066	OFMA					
		I-1448	02 -5871330	DUES & SUBSCR MEMBERSHIP FEE	075329	75.00
		I-1448	02 -5871331	EMPLOYEE TRAV CONF FEE	075329	350.00
		I-1449	02 -5871330	DUES & SUBSCR MEMBERSHIP FEE	075329	75.00
		I-1449	02 -5871331	EMPLOYEE TRAV CONF FEE	075329	350.00
01-000275	OKLA DEPT OF COMMERCE					
		I-092015-#8908	02 -5267521	CDBG LOAN #89 CDBG - EDIF #8908	075335	1,145.83
01-P00040	PACE ANALYTICAL SERVICE					
		I-157520743	02 -5973304	LAB TESTING MONTHLY TESTING FEE	075340	137.00

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 PACKET : 13188 13193 13213 13235  
 VENDOR SET: Mult  
 FUND : 02 MPWA

REGULAR DEPARTMENT PAYMENT REGISTER

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-T00058	BIZTEL COMMUNICATIONS	I-6353	02 -5871202	OPERATING SUP FEE TO MOVE PHONE	075361	380.56
01-T00630	TWIN CITIES READY MIX,	I-113480	02 -5975218	STREET REPAIR CONCRETE FOR STREET REP	075362	1,188.00
		I-113591	02 -5975218	STREET REPAIR CONCRETE FOR STREET REP	075362	396.00
		I-113777	02 -5975218	STREET REPAIR CONCRETE FOR STREET REP	075362	357.00
		I-113875	02 -5975218	STREET REPAIR CONCRETE FOR STREET REP	075362	396.00
01-U00051	UTILITY SUPPLY CO., INC	I-086625	02 -5975209	UTILITY MAINT MISC REPAIR PARTS	075364	77.00
		I-086626	02 -5975209	UTILITY MAINT MISC REPAIR PARTS	075364	6.12
		I-086843	02 -5975209	UTILITY MAINT MISC REPAIR PARTS	075364	284.16
		I-086844	02 -5975209	UTILITY MAINT MISC REPAIR PARTS	075364	619.93
		I-086845	02 -5975209	UTILITY MAINT MISC REPAIR PARTS	075364	90.21
		I-086846	02 -5975209	UTILITY MAINT MISC REPAIR PARTS	075364	87.94
01-U00128	UNITED PACKAGING & SHIP	I-167991	02 -5216202	OPERATING SUP SHIPPING FEES	075365	13.26
			FUND	02	MPWA	TOTAL: 182,948.62

PACKET : 13188 13193 13213 13235

VENDOR SET: Mult

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-F00170	FIRST NATIONAL BANK	I-092015-#119817	03 -5876511	FNB LOAN #119 LOAN #119817 - AIRPORT AUTH	075286	5,020.00
			FUND	03 AIRPORT AUTHORITY	TOTAL:	5,020.00

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 PACKET : 13188 13193 13213 13235  
 VENDOR SET: Mult  
 FUND : 08 NUTRITION

REGULAR DEPARTMENT PAYMENT REGISTER

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00026	AT & T LONG DISTANCE	I-201508267777	08	-5549315	TELEPHONE UTI PHONE EXP-NUTRITION	075234	280.15
01-A00324	ALISHA RAE HOWELL	I-201508317796	08	-5549308	CONTRACT SERV CONTRAC MEAL DELIVERY	075254	165.00
		I-201508317797	08	-5549308	CONTRACT SERV MILEAGE REIMB FOR MEAL DELIV	075254	126.50
01-A00619	ANDREA K GENTRY	I-201508317791	08	-5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	075256	15.00
		I-201508317792	08	-5549308	CONTRACT SERV MILEAGE REIMB FOR MEAL DEL	075256	9.78
01-G00288	GERALDINE E MALKOWSKI	I-201508317793	08	-5549308	CONTRACT SERV CONTRAC FOR MEAL DELIVERY	075289	180.00
		I-201508317794	08	-5549308	CONTRACT SERV MILEAGE REIMB FOR MEAL DEL	075289	107.53
01-P00139	PAUL W LALLI	I-201508317789	08	-5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	075343	30.00
		I-201508317790	08	-5549308	CONTRACT SERV REIMB MILEAGE FOR MEAL DEL	075341	20.99
01-R00304	RICHELLE CHEYENNE	I-201508317795	08	-5549308	CONTRACT SERV MILEAGE REIMB FOR MEAL DEL	075347	93.15
				FUND	08 NUTRITION	TOTAL:	1,028.10

PACKET : 13188 13193 13213 13235

VENDOR SET: Mult

FUND : 16 STATE FORFEITURE FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-J00398	JOHN VANCE MOTORS, INC	I-15-00605	16 -5323401	CAPITAL OUTLA 2015 RAM 1500 CREW CAB	075302	25,930.11
			FUND	16 STATE FORFEITURE FUND	TOTAL:	25,930.11

PACKET : 13188 13193 13213 13235

VENDOR SET: Mult

FUND : 27 TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00149	CANON FINANCIAL SERVICE	I-15186379	27 -5655318	PRINTING MONTHLY COPIER LEASE-TOUR	075188	207.00
01-F00111	FINDERBINDER	I-215121-OS	27 -5655214	TOURISM EXPEN MEDIA INFORMATION	075284	210.00
01-MC0134	MCALESTER MAIN STREET	I-082015-2015-2016	27 -5655353	MAIN STREET P CONTRACT- MCALESTER MAIN ST	075321	1,250.00
01-P00450	PRIDE IN MCALESTER	I-082015-2015-2016	27 -5655352	MISC PRIDE IN CONTRACT-PRIDE IN MCALESTER	075343	2,500.00
01-S00060	SANDERS NURSERY	I-482715	27 -5655480	CONTINGENCY TREES FOR POCKET PAR	075352	729.00
01-S00726	STAPLES ADVANTAGE	I-14337	27 -5655214	TOURISM EXPEN OFFICE SUPPLIES	075358	76.68
		I-31387	27 -5655214	TOURISM EXPEN OFFICE SUPPLIES	075358	246.28
01-T00644	TXTAG	I-1-4311303130	27 -5655331	TRAVEL & TRAI TRAVEL EXP-TOLL FEE	075363	8.14
			FUND 27 TOURISM FUND	TOTAL:		5,227.10

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 PACKET : 13188 13193 13213 13235  
 VENDOR SET: Mult  
 FUND : 28 SE EXPO CENTER

REGULAR DEPARTMENT PAYMENT REGISTER

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00490	BRIGGS PRINTING	I-63695	28	-5654202	OPERATING SUP BUSINESS CARDS	075267	69.00
01-L00078	LAMBERT MECHANICAL INC	I-150627	28	-5654316	REPAIRS & MAI BOILER/AC REPAIR	075308	255.00
01-L00380	LOCKE SUPPLY CO.	I-26594571-00	28	-5654203	REPAIR & MAIN MAINTSUPPLIES	075311	19.92
01-L00428	LOWE'S CREDIT SERVICES	I-07342	28	-5654203	REPAIR & MAIN MISC MAINT & REPAIR ITEMS	075313	94.99
01-P00510	PRO-KIL, INC	I-155901	28	-5654316	REPAIRS & MAI PEST CONTROL	075344	365.00
01-P00560	PUBLIC SERVICE/AEP	I-201508267775	28	-5654313	ELECTRIC UTIL ELECT UTIL-EXPO RV PARK	075236	41.86
01-S00190	SECURITY SYS. & ENG. IN	I-30305	28	-5654316	REPAIRS & MAI SECURITY MONIT FEE	075353	85.00
		I-30315	28	-5654316	REPAIRS & MAI SECURITY MONIT FEE	075353	135.00
				FUND	28 SE EXPO CENTER	TOTAL:	1,065.77

PACKET : 13188 13193 13213 13235

VENDOR SET: Mult

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00146	CANADIAN VALLEY TELEPHO	I-201508197748	29 -5324315	TELEPHONE UTI TELEPHONE EXP-911 CTY LINE	075187	113.36
01-L00084	LANGUAGE LINE SERVICES	I-3655362	29 -5324202	OPERATING SUP TRANSLATION SVS-911 CALLS	075310	9.18
01-W00392	WINDSTREAM CORPORATION	I-201508267774	29 -5324315	TELEPHONE UTI PHONE EXP-911 COUNTY LINE	075237	452.10
			FUND	29 E-911	TOTAL:	574.64

PACKET : 13188 13193 13213 13235

VENDOR SET: Mult

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-MC0134	MCALESTER MAIN STREET					
		I-082015-2015-2016	30 -5211353	MAIN STREET P CONTRACT- MCALESTER MAIN ST	075321	1,250.00
01-000275	OKLA DEPT OF COMMERCE					
		I-092015-#12248	30 -5211510	CDBG / EDIF D CDBG - EDIF CONT #12248	075334	282.50
01-P00450	PRIDE IN MCALESTER					
		I-082015-2015-2016	30 -5211352	MISC PRIDE IN CONTRACT-PRIDE IN MCALESTER	075343	2,500.00
01-R00260	RETAIL ATTRACTIONS LLC					
		I-0918	30 -5652302	CONSULTANTS ECON DEV CONSULTING SVS	075346	2,500.00
				FUND 30 ECONOMIC DEVELOPMENT	TOTAL:	6,532.50

PACKET : 13188 13193 13213 13235

VENDOR SET: Mult

FUND : 33 CDBG GRANTS FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00603	COLLINS WATERWORKS, LLC					
		I-PAY REQ #1	33 -5971516	2014 CDBG PRO 2014 CDBG WATER IMPROV.	075274	65,792.50
		I-PAY REQ #1A	33 -5971516	2014 CDBG PRO 2014 CDBG WATER IMPROV.	075274	18,290.00
			FUND	33 CDBG GRANTS FUND	TOTAL:	84,082.50

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00215	ADVANCE AUTO PARTS						
		C-8117521975399CR	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075252	69.69-
		I-8117521775281	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075252	69.69
		I-8117522575583	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075252	12.79
		I-8117522688049	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075252	42.62
		I-8117522975671	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075252	146.35
		I-8117522975686	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075252	359.80
		I-8117522988075	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075252	9.52
		I-8117523075712	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075252	10.10
		I-8117523288157	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075252	20.59
		T-8117523775983	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075252	173.99
01-R00150	BEALES GOODYEAR TIRES						
		I-1-18995	35	-5862203	REPAIRS & MAI INV #1-1895 TIRE FOR PK-36	075262	176.00
		I-1-19453	35	-5862203	REPAIRS & MAI MISC TIRE REPAIRS	075262	245.00
		I-1-GS19473	35	-5862203	REPAIRS & MAI TIRES PK-1	075262	634.36
01-C00669	CONTINENTAL RESEARCH CO						
		I-424267-CRC-2	35	-5862203	REPAIRS & MAI 3 CASES OF CLEANER	075275	468.00
01-G00490	GRISSOM IMPLEMENT INC						
		I-506822	35	-5862316	REPAIRS & MAI REPAIRS TO PK-4	075290	470.95
		I-509986	35	-5862316	REPAIRS & MAI REPAIR FUEL INJECTOR AP-3	075290	2,638.72
01-K00190	YELLOWHOUSE MACHINERY C						
		I-16130-1	35	-5862316	REPAIRS & MAI BRAKES FOR LF-9	075305	2,358.24
		I-78445	35	-5862203	REPAIRS & MAI MISC REPAIR PARTS	075305	135.62
		I-84133	35	-5862203	REPAIRS & MAI MISC REPAIR PARTS	075305	52.98
		I-84509	35	-5862203	REPAIRS & MAI REP PARTS FOR UTM-10	075305	909.87
01-K00205	KIAMICHI AUTOMOTIVE WHO						
		C-006334CR	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075306	96.99-
		I-006186	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075306	57.27
		I-006309	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075306	189.97
		I-006330	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075306	16.49
		I-006408	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075306	230.88
		I-006409	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075306	82.78
		I-006411	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075306	59.96
		I-006474	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075306	209.54
		I-006514	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075306	31.04
		I-006532	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075306	25.49
		I-006590	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075306	82.06
		I-006708	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075306	3.78
		I-006779	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075306	10.49
		I-006786	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075306	77.67
		I-006797	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075307	58.72
		I-006937	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075307	40.64
		I-007041	35	-5862203	REPAIRS & MAI MISC AUTO PARTS FOR REP.	075307	11.99

PACKET : 13188 13193 13213 13235

VENDOR SET: Mull

FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00270	NIX AUTO CENTER, INC.						
		I-140746	35	-5862203	REPAIRS & MAI MISC AUTO REPAIRS	075325	91.57
		I-140821	35	-5862203	REPAIRS & MAI MISC AUTO REPAIRS	075325	120.72
		I-140906	35	-5862203	REPAIRS & MAI MISC AUTO REPAIRS	075325	190.62
		I-140914	35	-5862203	REPAIRS & MAI MISC AUTO REPAIRS	075325	265.09
01-N00271	FREEDOM FORD INC						
		I-164893	35	-5862203	REPAIRS & MAI MAINT & REPAIR ITEMS	075326	52.95
		I-165334	35	-5862203	REPAIRS & MAI MAINT & REPAIR ITEMS	075326	42.95
		I-85668	35	-5862203	REPAIRS & MAI MAINT & REPAIR ITEMS	075326	170.48
01-000075	O'REILLY AUTO PARTS						
		C-0230-310327CR	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075330	96.13-
		C-0230-312424CR	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075330	33.55-
		C-0230-313096CR	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075330	19.31-
		I-0230-310163	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075330	171.35
		I-0230-310281	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075330	96.13
		I-0230-310418	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075330	19.99
		I-0230-310499	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075330	6.99
		I-0230-311333	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075330	14.36
		I-0230-311424	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075330	30.55
		I-0230-311592	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075330	42.49
		I-0230-311637	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075330	9.99
		I-0230-311662	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075330	25.90
		I-0230-311666	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075330	425.00
		I-0230-311727	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075331	65.70
		I-0230-311738	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075331	36.46
		I-0230-311814	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075331	12.74
		I-0230-312018	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075331	7.85
		I-0230-312120	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075331	34.00
		I-0230-312417	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075331	33.55
		I-0230-312606	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075331	14.44
		I-0230-313219	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075331	24.96
		I-0230-313353	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075331	199.94
		I-0230-313658	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075331	14.79
		I-0230-313784	35	-5862203	REPAIRS & MAI SMALL AUTO PARTS	075332	19.54
01-R00376	RINKER AUTOMOTIVE PRODU						
		I-3445	35	-5862317	EMERGENCY VEH TIRE SENSORS FOR PD UNITS	075348	385.00
01-R00405	RIVERSIDE AUTO PLEX						
		I-119029	35	-5862203	REPAIRS & MAI MISC AUTO REPAIRS	075349	51.17
		I-119067	35	-5862203	REPAIRS & MAI MISC AUTO REPAIRS	075349	65.00
01-R00480	ROGER KEY EQUIPMENT						
		I-92172	35	-5862203	REPAIRS & MAI MOWER REAR SUPPORT	075350	211.15
01-S00384	SMITH DISTRIBUTING						
		I-827095	35	-5862203	REPAIRS & MAI MISC REPAIR PARTS	075356	132.71

PACKET : 13188 13193 13213 13235  
 VENDOR SET: Mult  
 FUND : 35 FLEET MAINTENANCE

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-S00710	STANDARD MACHINE LLC					
		I-242857	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	075357	12.50
		I-242909	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	075357	65.93
		I-242957	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	075357	88.00
01-W00195	WELDON PARTS INC.					
		I-1529078-00	35 -5862203	REPAIRS & MAI MISC AUTO PARTS	075370	288.20
01-W00234	WESTERN MARKETING INC					
		I-IN1402901	35 -5862203	REPAIRS & MAI OIL FOR POL. CARS	075371	2,571.40
		I-IN1402903	35 -5862203	REPAIRS & MAI OIL FOR POL. CARS	075371	491.77
01-W00269	WHITES TRACTORS					
		I-15-00065	35 -5862203	REPAIRS & MAI MISC REPAIR PARTS	075372	75.00
			FUND	35 FLEET MAINTENANCE	TOTAL:	16,487.22

PACKET : 13188 13193 13213 13235

VENDOR SET: Mult

FUND : 38 DEDICATED SALES TAX-MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-B00093	BANCFIRST-TRUST DEPT	I-5000667	38 -5215520	AGENT FEES BOND AGENT FEES	075261	2,500.00
			FUND	38 DEDICATED SALES TAX-MPWA TOTAL:		2,500.00

PACKET : 13188 13193 13213 13235

VENDOR SET: Mult

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00712	ARVEST BANK dba ARVEST					
		I-092015-002	41 -5862401	CAPITAL OUTLA VEHICLE LEASE 800-1503001-002	075257	2,485.55
		I-092015-800150300	41 -5862401	CAPITAL OUTLA VEHICLE LEASE 800-1503001-001	075257	3,210.15
01-D00217	DEERE CREDIT, INC.					
		I-092015-#0063527	41 -5865510	LEASE PAYMENT LEASE PMT #0063527-EXCAVATOR	075278	1,140.15
		I-092015-0063527-0	41 -5865510	LEASE PAYMENT LEASE PMT-JD 624K LOADER	075278	1,821.57
01-G00130	GALL'S, AN ARAMARK CO.,					
		I-003944827	41 -5321401	CAPITAL OUTLA BLANKETS FOR JAIL	075288	168.45
01-L00079	LANDPLAN CONSULTANTS, I					
		I-537.00-12	41 -5652402	TRAILS GRANT CONSULTANT FEE-BELMONT TR	075309	1,250.00
01-M00480	MILLER GLASS					
		I-17158	41 -5548401	CAPITAL IMPRO NEW DOORS AT LIBRARY	075314	2,340.00
01-MC0095	RICK MCFADDEN					
		I-002662	41 -5865406	CIP#1 - 17TH FENCE REPAIR CIP1 PROJ	075319	530.00
01-W00194	WELCH STATE BANK					
		I-092015-55766	41 -5865510	LEASE PAYMENT LEASE PMT-2015 DUMP TRUCK	075369	1,517.90
		I-092015-55820	41 -5865510	LEASE PAYMENT LEASE PMT-2015 DUMP TRUCK	075369	2,555.73
			FUND 41 CIP FUND		TOTAL:	17,019.50

PACKET: 13255 FREEDOM FORD

VENDOR SET: 01

FUND : 41 CIP FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N	71 FREEDOM FORD INC	I-15-00271	41 -5321401	CAPITAL OUTLA (3) NEW POLICE UNITS	075376	120,635.55
				FUND 41 CIP FUND	TOTAL:	120,635.55
					REPORT GRAND TOTAL:	120,635.55

PACKET : 13188 13193 13213 13235

VENDOR SET: Mult

FUND : 44 TECHNOLOGY FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00046	C D W GOVERNMENT, INC	I-XH02380	44 -5225402	SOFTWARE & TE HP LAPTOP SB350-G2	075270	500.72
01-S00311	SHI INTERNATIONAL CORP	I-B03762128	44 -5225401	TECHNOLOGY UP EMAIL ARCHIVING SYSTEM	075354	9,477.00
01-S00726	STAPLES ADVANTAGE	I-08562	44 -5225402	SOFTWARE & TE MISC COMPUTER SUPPLIES	075358	109.97
		I-32049	44 -5225402	SOFTWARE & TE MISC COMPUTER SUPPLIES	075358	64.94
		I-32050	44 -5225402	SOFTWARE & TE MISC COMPUTER SUPPLIES	075358	29.95
		I-3274316819	44 -5225402	SOFTWARE & TE OFFICE SUPPLIES	075358	129.99
			FUND 44	TECHNOLOGY FUND	TOTAL:	10,312.57
REPORT GRAND TOTAL:						445,573.09

\*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		-----GROUP BUDGET-----	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2014-2015	01 -5210302	CONSULTANTS/LABOR RELATION	792.00	90,503	7,578.99-	Y	
	** 2014-2015 YEAR TOTALS **		792.00				
2015-2016	01 -5101350	ELECTIONS	136.60	12,500	3,300.00		
	01 -5101353	PITTSBURG EMERGENCY MGMT	4,166.66	50,000	37,500.02		
	01 -5101355	OIL-OK FOR INDEPENDENT LIV	2,000.00	24,000	20,000.00		
	01 -5210202	OPERATING SUPPLIES	165.50	2,500	2,034.50		
	01 -5210302	CONSULTANTS/LABOR RELATION	984.00	45,000	44,016.00		
	01 -5210330	DUES & SUBSCRIPTIONS	30.00	3,300	1,370.81		
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	561.15	6,500	5,120.44		
	01 -5210480	CONTINGENCY	800.00	25,000	19,840.00		
	01 -5211331	EMPLOYEE TRAVEL & TRAININ	790.00	5,500	4,276.45		
	01 -5212308	CONTRACTED SERVICES	64.00	1,360	414.00		
	01 -5212317	ADVERTISING & PRINTING	35.95	2,500	2,000.00		
	01 -5213202	OPERATING SUPPLIES	129.99	500	370.01		
	01 -5213336	FEES	200.00	2,400	1,800.00		
	01 -5214302	CONSULTANTS	5,271.17	115,000	80,625.00		
	01 -5215202	OPERATING SUPPLIES	2,676.30	30,000	13,016.31		
	01 -5215302	CONSULTANTS	1,307.63	35,000	20,000.00		
	01 -5215312	EQUIPMENT RENTALS	1,323.05	30,836	9,893.89		
	01 -5215313	ELECTRIC UTILITY	12,109.02	301,500	255,619.20		
	01 -5215315	TELEPHONE UTILITY	228.36	33,000	25,397.92		
	01 -5225349	SOFTWARE MAINTENANCE	2,110.50	70,000	18,097.42		
	01 -5320202	OPERATING EXPENSE	190.69	3,000	2,713.51		
	01 -5321308	CONTRACTED SERVICES	72.50	10,000	7,820.00		
	01 -5431202	OPERATING SUPPLIES	774.28	18,000	16,276.43		
	01 -5431203	REPAIRS & MAINT SUPPLIES	248.28	8,500	5,938.22		
	01 -5431207	CLOTHING ALLOWANCE	1,034.64	23,025	11,746.61		
	01 -5431305	PHYSICALS	475.00	12,000	10,025.00		
	01 -5431328	INTERNET SERVICE	125.90	4,200	3,822.30		
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	562.05	10,000	3,405.99		
	01 -5432202	OPERATING SUPPLIES	982.68	28,000	21,915.36		
	01 -5432331	EMPLOYEE TRAVEL & TRAINING	1,000.00	3,500	2,500.00		
	01 -5542202	OPERATING SUPPLIES	99.99	3,500	3,270.72		
	01 -5542203	REPAIRS & MAINT SUPPLIES	145.78	48,000	31,496.64		
	01 -5542212	FUEL EXPENSE	1,664.98	21,320	17,628.50		
	01 -5542308	CONTRACTED SERVICES	1,250.00	15,000	11,487.18		
	01 -5542319	LIGHTS REPLACEMENT	5,534.00	12,500	1,809.28-	Y	
	01 -5542331	EMPLOYEE TRAVEL & TRAININ	900.00	3,000	1,647.38		
	01 -5543203	REPAIRS & MAINT SUPPLIES	180.00	12,000	10,263.54		
	01 -5543206	CHEMICALS	617.12	16,000	12,131.91		
	01 -5544203	REPAIRS & MAINTENANCE SUPP	529.88	16,000	11,665.63		
	01 -5547203	REPAIRS & MAINT SUPPLIES	1,519.45	11,000	6,174.91		
	01 -5547212	FUEL EXPENSE	924.85	7,543	6,391.04		

\*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====)LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
01	-5547308	CONTRACTED SERVICES	368.04	4,500	150.00-	Y	
01	-5547328	INTERNET SERVICE	61.64	750	565.65		
01	-5548203	REPAIRS & MAINTENANCE SUPP	1,613.20	53,270	38,837.45		
01	-5548308	CONTRACTED SERVICES-CLEANI	1,515.00	22,000	18,910.00		
01	-5548316	REPAIRS & MAINTENANCE	214.00	22,000	12,643.44		
01	-5652330	DUES & SUBSCRIPTIONS	135.00	3,500	3,365.00		
01	-5653213	SAFETY EXPENSE	120.70	25,500	13,015.00		
01	-5653215	AWARDS/NUC PROGRAM	3,000.00	9,500	3,866.00		
01	-5653317	ADVERTISING & PRINTING	10.00	2,500	2,190.00		
01	-5865203	REPAIR & MAINT-TRAFFIC CON	1,419.41	49,500	47,020.40		
01	-5865218	STREET REPAIRS & MAINTENAN	23,589.67	235,000	120,571.70		
01	-5865328	INTERNET SERVICE	83.85	1,920	1,592.50		
02	-2512	CBSA COLLECTION FEES	36.70				
02	-5216202	OPERATING SUPPLIES	404.73	9,000	1,199.47		
02	-5216336	FEES	293.16	4,100	3,220.52		
02	-5267313	ELECTRIC UTILITY	691.19	396,500	357,870.71		
02	-5267521	CDBG LOAN #8908	1,145.83	13,750	10,312.51		
02	-5866306	CONTRACTED REFUSE SERVICES	151,341.28	1,891,296	1,588,135.10		
02	-5871202	OPERATING SUPPLIES	380.56	1,500	1,119.44		
02	-5871330	DUES & SUBSCRIPTIONS	192.50	1,300	989.60		
02	-5871331	EMPLOYEE TRAVEL & TRAININ	700.00	3,000	2,300.00		
02	-5973203	REPAIRS & MAINT SUPPLIES	6,847.35	37,500	8,878.23		
02	-5973206	CHEMICALS	973.80	3,500	2,526.20		
02	-5973304	LAB TESTING	2,919.00	32,100	28,276.00		
02	-5975209	UTILITY MAINTENANCE SUPP.	9,384.17	60,000	12,869.42		
02	-5975218	STREET REPAIRS & MAINTENAN	5,538.35	95,000	68,375.00		
02	-5975230	SEWER MAIN REPAIR	2,100.00	20,000	8,500.00		
03	-5876511	FNB LOAN #119817 PAYMENTS	5,020.00	60,240	45,180.00		
08	-5549308	CONTRACT SERVICES	747.95	15,500	12,578.47		
08	-5549315	TELEPHONE UTILITY	280.15	3,800	3,114.08		
16	-5323401	CAPITAL OUTLAY	25,930.11	0	25,930.11-	Y	
27	-5655214	TOURISM EXPENSE	532.96	34,500	28,211.19		
27	-5655318	PRINTING	207.00	18,000	13,980.25		
27	-5655331	TRAVEL & TRAINING	8.14	3,500	3,424.00		
27	-5655352	MISC PRIDE IN MCALESTER	2,500.00	30,000	25,000.00		
27	-5655353	MAIN STREET PROGRAM	1,250.00	15,000	12,500.00		
27	-5655480	CONTINGENCY	729.00	5,000	1,021.00		
28	-5654202	OPERATING SUPPLIES	69.00	2,500	2,331.00		
28	-5654203	REPAIR & MAINT SUPPLIES	114.91	17,000	14,400.00		
28	-5654313	ELECTRIC UTILITY	41.86	60,000	51,820.57		
28	-5654316	REPAIRS & MAINTENANCE	840.00	0	6,389.00-	Y	
29	-5324202	OPERATING SUPPLIES	9.18	5,000	3,780.02		
29	-5324315	TELEPHONE UTILITY	565.46	66,500	60,411.88		
30	-5211352	MISC PRIDE IN MCALESTER	2,500.00	30,000	25,000.00		
30	-5211353	MAIN STREET PROGRAM	1,250.00	15,000	12,500.00		

\*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		-----GROUP BUDGET-----	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	30 -5211510	CDBG / EDIF DURALINE LOAN	282.50	3,390	2,542.50		
	30 -5652302	CONSULTANTS	2,500.00	120,000	89,000.00		
	33 -5971516	2014 CDBG PROJECT	84,082.50	0	160,815.00-	Y	
	35 -5862203	REPAIRS & MAINTENANCE SUPP	10,634.31	240,000	160,750.28		
	35 -5862316	REPAIRS & MAINTENANCE	5,467.91	30,000	16,131.21		
	35 -5862317	EMERGENCY VEHICLES	385.00	50,000	26,277.65		
	38 -5215520	AGENT FEES	2,500.00	15,000	7,000.00		
	41 -5321401	CAPITAL OUTLAY	168.45	15,000	147,252.31-	Y	
	41 -5548401	CAPITAL IMPROVEMENTS	2,340.00	50,000	47,660.00		
	41 -5652402	TRAILS GRANT PROJECT	1,250.00	0	20,481.25-	Y	
	41 -5862401	CAPITAL OUTLAY	5,695.70	66,983	52,381.45		
	41 -5865406	CIP#1 - 17TH STREET	530.00	0	1,315.00-	Y	
	41 -5865510	LEASE PAYMENTS	7,035.35	87,804	63,319.11		
	44 -5225401	TECHNOLOGY UPGRADES	9,477.00	142,500	117,015.91		
	44 -5225402	SOFTWARE & TECHNOLOGY UPDA	835.57	20,000	15,767.35		
	** 2015-2016 YEAR TOTALS **		444,781.09				

NO ERRORS

\*\* END OF REPORT \*\*

ACH PAYMENT  
FOR  
SEPTEMBER 8, 2015  
CLAIMS

9/01/2015 9:27 AM  
 PACKET: 13234 TOURISM RENT  
 VENDOR SET: 01  
 FUND : 27 TOURISM FUND  
 DEPARTMENT: 655 TOURISM  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

BANK: FNB

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
11-T.	PARROTT COMPANY, LLC	I-201509017802	27 -5655340	OFFICE RENT OFFICE RENT-TOURISM-9/2015	000000	558.20
				DEPARTMENT 655 TOURISM	TOTAL:	558.20
				FUND 27 TOURISM FUND	TOTAL:	558.20
					REPORT GRAND TOTAL:	558.20

\*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	-----LINE ITEM-----		-----GROUP BUDGET-----	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2015-2016	27 -5655340	OFFICE RENT	558.20	6,700	5,025.40		
	** 2015-2016 YEAR TOTALS **		558.20				

\*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
27 -655	TOURISM	558.20
27 TOTAL	TOURISM FUND	558.20
	** TOTAL **	558.20

NO ERRORS

\*\* END OF REPORT \*\*

FUND	PERIOD	AMOUNT
01	9/2015	86,844.46
02	9/2015	182,948.62
03	9/2015	5,020.00
05	9/2015	0.00
08	9/2015	1,028.10
09	9/2015	0.00
16	9/2015	25,930.11
27	9/2015	5,785.30
28	9/2015	1,065.77
29	9/2015	574.64
30	9/2015	6,532.50
33	9/2015	84,082.50
35	9/2015	16,487.22
38	9/2015	2,500.00
41	9/2015	137,655.05
44	9/2015	10,312.57
		566,766.84
		566,766.84

**SCHEDULE "D"**

**FORM OF PAYMENT REQUISITION**

**PAYMENT REQUISITION  
SERIES 2013 PROJECT ACCOUNT  
THE MCALESTER PUBLIC WORKS AUTHORITY CONSTRUCTION FUND**

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: September 2, 2015

Pursuant to the provisions the Series 1999 Revenue Bond Indenture dated as of May 1, 1999, as heretofore supplemented and amended by a Series 2002 Revenue Bond Indenture dated as of July 1, 2002, as supplemented and amended by a Series 2012 Supplemental Note Indenture dated as of December 1, 2012, and as further supplemented and amended by a Series 2013 Supplemental Note Indenture dated as of June 1, 2013 (collectively, the "Indenture"), all by and between The McAlester Public Works Authority and BancFirst, as Trustee, you are directed to pay Creditor from the Series 2013 Project Account within the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

Infrastructure Solutions Group, LLC	<b>800276032</b>
CREDITOR	TRUST NO.

719 S. George Nigh Expressway McAlester, OK 74501
MAILING ADDRESS

Professional Services	Invoice: MC-14-06-10
ITEM	ITEM NO.

August 31, 2015	CIP #3	\$9,901.50
DATE	PURPOSE	AMOUNT

**AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN**

With reference to the above requisition, the undersigned certifies:

1. The above requisition is approved.

2. Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

3. That obligations in the stated amounts have been incurred by the Authority and that each item is a proper charge against the Construction Fund and has not been paid.

4. That there has not been filed with or served upon the Authority, notice of any lien, right to lien, or attachment upon, or claim affecting the right of any such persons, firms or corporations to receive payment of, the respective amounts stated in this requisition which has not been released or will not be released simultaneously with this payment.

5. That such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

THE MCALESTER PUBLIC WORKS AUTHORITY

  
\_\_\_\_\_  
City Manager or Chairman

Date: September 2, 2015

Date Approved: \_\_\_\_\_

Date Paid: \_\_\_\_\_

\_\_\_\_\_  
Authorized Officer

Submit in triplicate:

- 1 to Trustee Bank
- 1 to Authority
- 1 to City



August 31, 2015

John Modzelewski, P.E., City Engineer  
City of McAlester / McAlester Public Works Authority  
PO Box 578  
McAlester, OK 74502-0578

In Reference To: CIP #3, Second Street from Comanche Ave to Modoc Ave  
Construction Management and Resident Project Representative  
Invoice # MC-14-06-10

Dear Mr. Modzelewski:

Please find attached the invoice for Engineering Services for the above referenced project. Please process this invoice for payment at your earliest convenience. If you have any questions please do not hesitate to let us know.

Please mail all payments to Infrastructure Solutions Group, LLC's McAlester office at the following address:

**Infrastructure Solutions Group, LLC  
719 S. George Nigh Expressway  
McAlester, OK 74501**

Sincerely,

Infrastructure Solutions Group, LLC  
dba Mehlburger Brawley

Robert Vaughan, P.E.  
Branch Manager

**RECEIVED**  
SEP 01 2015  
BY: .....

Enclosure

RV/ks



**INFRASTRUCTURE  
SOLUTIONS GROUP, LLC**  
Consulting Engineers

INVOICE SUBMITTED TO:

August 31, 2015

City of McAlester  
PO Box 578  
McAlester, OK 74502-0578

Invoice # MC-14-06-10

In Reference To: CIP #3, Second Street from Comanche Ave to Modoc Avenue  
Construction Management and Resident Project Representative

Construction Start Date: November 14, 2014  
Calendar Days in Contract: 330 days  
Calendar Days Added by Change Order: 50 days  
Percentage Complete to Date: 290/380 = 76.3%

CONSTRUCTION MANAGEMENT – \$40,000.00 76.3% of \$40,000.00	\$ 30,520.00
RESIDENT PROJECT REPRESENTATIVE - \$103,500.00 76.3% of \$103,500.00	<u>\$ 78,970.50</u>
TOTAL SERVICES BILLED TO DATE	\$109,490.50
LESS PREVIOUSLY INVOICED	<u>-\$ 99,589.00</u>
<b><u>TOTAL DUE THIS INVOICE</u></b>	<b><u>\$ 9,901.50</u></b>

All invoices are payable within 15 days of receipt. Please send payments to

**Infrastructure Solutions Group, LLC**  
719 S. George Nigh Expressway  
McAlester, OK 74501

**SCHEDULE "D"**

**FORM OF PAYMENT REQUISITION**

**PAYMENT REQUISITION  
SERIES 2013 PROJECT ACCOUNT  
THE MCALESTER PUBLIC WORKS AUTHORITY CONSTRUCTION FUND**

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: September 2, 2015

Pursuant to the provisions the Series 1999 Revenue Bond Indenture dated as of May 1, 1999, as heretofore supplemented and amended by a Series 2002 Revenue Bond Indenture dated as of July 1, 2002, as supplemented and amended by a Series 2012 Supplemental Note Indenture dated as of December 1, 2012, and as further supplemented and amended by a Series 2013 Supplemental Note Indenture dated as of June 1, 2013 (collectively, the "Indenture"), all by and between The McAlester Public Works Authority and BancFirst, as Trustee, you are directed to pay Creditor from the Series 2013 Project Account within the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

T. McDonald Construction	<b>800276032</b>
CREDITOR	TRUST NO.

<u>P.O. Box 1043 Eufaula, OK 74432</u>
MAILING ADDRESS

Construction Services	Invoice: <b>Payment #10</b>
ITEM	ITEM NO.

<u>August 19, 2015</u>	<u>CIP #3</u>	<u>\$ 192,479.44</u>
DATE	PURPOSE	AMOUNT

**AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN**

With reference to the above requisition, the undersigned certifies:

1. The above requisition is approved.

2. Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

3. That obligations in the stated amounts have been incurred by the Authority and that each item is a proper charge against the Construction Fund and has not been paid.

4. That there has not been filed with or served upon the Authority, notice of any lien, right to lien, or attachment upon, or claim affecting the right of any such persons, firms or corporations to receive payment of, the respective amounts stated in this requisition which has not been released or will not be released simultaneously with this payment.

5. That such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

THE MCALESTER PUBLIC WORKS AUTHORITY



\_\_\_\_\_  
City Manager or Chairman

Date: September 2, 2015

Date Approved: \_\_\_\_\_

Date Paid: \_\_\_\_\_

\_\_\_\_\_  
Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City



**Progress Estimate**

**Contractor's Application**

For (contract): MC-14-01							Application Number: 10			
Application Period: 7/22/15 to 8/19/15							Application Date: 8/19/2015			
A				B	C	D	E	F		G
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
Bid Item No.	Description									
1	EARTHWORK	1	\$65,000.00	\$65,000.00	0.06	\$3,900.00		\$3,900.00	6.0%	\$61,100.00
2	SOLID SLAB SOD	5355	\$3.00	\$16,065.00						\$16,065.00
3	AGGREGATE TYPE A	2135	\$47.50	\$101,412.50	961	\$45,647.50		\$45,647.50	45.0%	\$55,765.00
4	BASE REPAIR-AGG BASE TYPE A	220	\$85.00	\$18,700.00	220	\$18,700.00		\$18,700.00	100.0%	
5	LIME	68	\$200.00	\$13,600.00						\$13,600.00
6	LIME STABILIZED SUBGRADE *(6 IN OF AGG BASE)	12800	\$12.00	\$153,600.00	4051	\$48,612.00		\$48,612.00	31.6%	\$104,988.00
7	TACK COAT	3000	\$1.00	\$3,000.00	3000	\$3,000.00		\$3,000.00	100.0%	
8	PRIME COAT	135	\$10.00	\$1,350.00	135	\$1,350.00		\$1,350.00	100.0%	
9	DRIVING SURFACE (OVERLAY) SUPERPAVE S5 (PG64-22)-3'	600	\$140.00	\$84,000.00	600	\$84,000.00		\$84,000.00	100.0%	
10	BASE REPAIR PATCH (OVERLAY) SUPERPAVE S5 (PG64-22)-3'	75	\$150.00	\$11,250.00	75	\$11,250.00		\$11,250.00	100.0%	
11	RCP BASE REPAIR PATCH (SUPERPAVE S5 (PG64-22)-3')	70	\$150.00	\$10,500.00	70	\$10,500.00		\$10,500.00	100.0%	
12	WATER LINE BASE REPAIR PATCH (SUPERPAVE S5 (PG64-22)	25	\$150.00	\$3,750.00	25	\$3,750.00		\$3,750.00	100.0%	
13	COLD MILLING PAVEMENT (OVERLAY)	3700	\$8.00	\$29,600.00	3700	\$29,600.00		\$29,600.00	100.0%	
14	PC CONCRETE FOR PAVEMENT (PLACEMENT)	11520	\$24.50	\$282,240.00	3598	\$88,151.00		\$88,151.00	31.2%	\$194,089.00
15	PC CONCRETE FOR PAVEMENT (PLACEMENT)	2600	\$132.00	\$343,200.00	829	\$109,428.00		\$109,428.00	31.9%	\$233,772.00
16	CONCRETE JOINT SEALING	23625	\$1.20	\$28,350.00	1408	\$1,689.60		\$1,689.60	6.0%	\$26,660.40
17	CONCRETE CURB (6" BARRIER-INTEGRAL)	4456	\$9.00	\$40,104.00	1274	\$11,466.00		\$11,466.00	28.6%	\$28,638.00
18	4" CONCRETE SIDEWALK	1812	\$44.00	\$79,728.00	190	\$8,360.00		\$8,360.00	10.5%	\$71,368.00
19	6" CONCRETE DRIVEWAY	2022	\$66.00	\$133,452.00	260	\$17,160.00		\$17,160.00	12.9%	\$116,292.00
20	TACTILE WARNING DEVICE	420	\$22.00	\$9,240.00	24	\$528.00		\$528.00	5.7%	\$8,712.00
21	INTEL CI DES. 2 (STD)	2	\$6,600.00	\$13,200.00	2	\$13,200.00		\$13,200.00	100.0%	
22	INTEL CI DES. 3 (STD)	1	\$7,150.00	\$7,150.00	1	\$7,150.00		\$7,150.00	100.0%	
23	6" PERFORATED UNDERDRAIN ROUND	6000	\$10.00	\$60,000.00	1650	\$16,500.00		\$16,500.00	27.5%	\$43,500.00
24	6" NON-PERFORATED UNDERDRAIN ROUND	200	\$20.00	\$4,000.00						\$4,000.00
25	REMOVAL OF CONCRETE PAVEMENT W/ASPHALT OVERLA	12000	\$7.00	\$84,000.00	5384.33	\$37,690.31		\$37,690.31	44.9%	\$46,309.69
26	REMOVAL OF SIDEWALK	1300	\$4.00	\$5,200.00	1060	\$4,240.00		\$4,240.00	81.5%	\$960.00
27	MOBILIZATION	1	\$80,000.00	\$80,000.00	0.5	\$40,000.00		\$40,000.00	50.0%	\$40,000.00
28	TENSAR ROADRAIN	12800	\$10.95	\$140,160.00	4051	\$44,358.45	\$44,558.42	\$88,916.87	63.4%	\$51,243.13
29	CONCRETE JUCTION BOXES	4	\$4,500.00	\$18,000.00	3	\$13,500.00		\$13,500.00	75.0%	\$4,500.00
30	19"X30" RC PIPE CLASS III	23	\$200.00	\$4,600.00	23	\$4,600.00		\$4,600.00	100.0%	
31	30" RC PIPE CLASS III	890	\$110.00	\$97,900.00	890	\$97,900.00		\$97,900.00	100.0%	
32	24"X38" RC PIPE ARCH CLASS III	5	\$500.00	\$2,500.00	5	\$2,500.00		\$2,500.00	100.0%	
33	44"X27" RC PIPE ARCH CLASS III	33	\$350.00	\$11,550.00	30	\$10,500.00		\$10,500.00	90.9%	\$1,050.00
34	SEWER LINE CONNECTIONS (UNDER RCP WEST SIDE FROM COMMAMACHE TO CANAL)	1	\$1,500.00	\$1,500.00	1	\$1,500.00		\$1,500.00	100.0%	
35	8" SDR 35 PVC MAIN SEWER LINE	2910	\$65.00	\$189,150.00	1565	\$101,725.00	\$4,423.79	\$106,148.79	56.1%	\$83,001.21

36	4" ID CONCRETE PRE-CAST MANHOLE	11	\$5,500.00	\$60,500.00	6	\$33,000.00		\$33,000.00	54.5%	\$27,500.00
37	SEWER SERVICE CONNECTION	75	\$950.00	\$71,250.00	36	\$34,200.00	\$1,875.50	\$36,075.50	50.6%	\$35,174.50
38	SEWER LINE AGGREGATE BASE FOR SURFACE REPAIR	2910	\$10.00	\$29,100.00	1905	\$19,050.00		\$19,050.00	65.5%	\$10,050.00
39	16" PVC C-900 DR 14 WATER MAIN	115	\$90.00	\$10,350.00	105	\$9,450.00		\$9,450.00	91.3%	\$900.00
40	10" PVC C-900 WATER MAIN	1365	\$40.00	\$54,600.00	1365	\$54,600.00		\$54,600.00	100.0%	
41	6" PVC C-900 WATER MAIN	2935	\$24.00	\$70,440.00	2750	\$66,000.00		\$66,000.00	93.7%	\$4,440.00
42	16" WATER MAIN CONNECTION	2	\$3,000.00	\$6,000.00	2	\$6,000.00		\$6,000.00	100.0%	
43	10" WATER MAIN CONNECTION	6	\$2,000.00	\$12,000.00	6	\$12,000.00		\$12,000.00	100.0%	
44	6" WATER MAIN CONNECTION	5	\$1,000.00	\$5,000.00	5	\$5,000.00		\$5,000.00	100.0%	
45	16" TO 10" WATER MAIN CONNECTION	1	\$3,000.00	\$3,000.00	1	\$3,000.00		\$3,000.00	100.0%	
46	16" GATE VALVE	2	\$4,500.00	\$9,000.00	2	\$9,000.00		\$9,000.00	100.0%	
47	10" GATE VALVE	5	\$2,000.00	\$10,000.00	5	\$10,000.00		\$10,000.00	100.0%	
48	6" GATE VALVE	13	\$800.00	\$10,400.00	12	\$9,600.00	\$134.99	\$9,734.99	93.6%	\$665.01
49	NEW FIRE HYDRANT ASSEMBLY	10	\$5,500.00	\$55,000.00	10	\$55,000.00		\$55,000.00	100.0%	
50	1" AIR RELEASE VALVE	1	\$1,500.00	\$1,500.00	1	\$1,500.00		\$1,500.00	100.0%	
51	2" METER CONNECTION	4	\$1,600.00	\$6,400.00	2	\$3,200.00	\$3,026.56	\$6,226.56	97.3%	\$173.44
52	WATER SERVICE RECONNECTION (SHORT)	55	\$900.00	\$49,500.00	31	\$27,900.00		\$27,900.00	56.4%	\$21,600.00
53	WATER SERVICE RECONNECTION (LONG)	40	\$900.00	\$36,000.00	40	\$36,000.00		\$36,000.00	100.0%	
54	WATER AGGREGATE BASE FOR SURFACE REPAIR	680	\$10.00	\$6,800.00	635	\$6,350.00		\$6,350.00	93.4%	\$450.00
55	TRAFFIC CONTROL	1	\$45,000.00	\$45,000.00	0.5	\$22,500.00		\$22,500.00	50.0%	\$22,500.00
56	2 YEAR MAINTENANCE BOND	1	\$10,000.00	\$10,000.00						\$10,000.00
57	SWPPP	1	\$15,000.00	\$15,000.00	0.5	\$7,500.00		\$7,500.00	50.0%	\$7,500.00
58	AS-BUILTS SURVEY	1	\$5,000.00	\$5,000.00						\$5,000.00
59	4" DWV SCH 40 SEWER SERVICE LINE (REQUIRED FOR SERVICE SEPERATION)	120	\$25.00	\$3,000.00						\$3,000.00
CO-1	INVESTIGATE AND CAP ABANDONED SEWER SERVICE LINES	9	\$200.00	\$1,800.00	9	\$1,800.00		\$1,800.00	100.0%	
CO-2	ADD ADDITIONAL CASING WITH END SEALS	1	\$1,500.00	\$1,500.00	1	\$1,500.00		\$1,500.00	100.0%	
CO-3	REVISED ELEVATION FOR CURB INLET DUE TO UTILITY	1	\$750.00	\$750.00	1	\$750.00		\$750.00	100.0%	
<b>Totals</b>				<b>\$2,735,941.50</b>		<b>\$1,327,355.86</b>	<b>\$54,019.26</b>	<b>\$1,381,375.12</b>	50.5%	<b>\$1,354,566.38</b>

# Stored Material Summary

# Contractor's Application

For (contract): CITY OF MCALESTER SECOND STREEET IMPROVEMENTS						Application Number: 10			
Application Period: 7/2215 to 8/19/15						Application Date: 8/19/2015			
A Invoice No.	B Shop Drawing Transmittal No.	C Materials Description	D Stored Previously		E Stored this Month		F Incorporated in Work		G Materials Remaining in Storage (\$) (D + E - F)
			Date (Month/Y	Amount (\$)	Amount (\$)	Subtotal	Date (Month/Year)	Amount (\$)	
80309		WATER SERVICE CONNECTION FITTINGS	11/2014	\$18,166.27			6/2015	\$16,268.65	\$1,897.62
80306		WATER AND SEWER LINE PIPE/ GATE VALVES	11/2014	\$29,141.54			1/2015	\$29,141.54	
11170142		ARCH PIPE 18"X 29" RCP	12/2014	\$1,504.20			2/2015	\$1,504.20	
62486		30" RCP PIPE	12/2014	\$2,877.60			1/2015	\$2,877.60	
62579		STORM DRAIN FRAME AND GRATE AND HARDWARE	12/2014	\$9,029.00			3/2015	\$9,029.00	
80533		18" METER CANS	11/2014	\$5,177.50			6/2015	\$5,177.50	
80532		2" VH77-15B-11-77-NL SETTER	11/2014	\$3,952.74			3/2015	\$3,952.74	
80532		6' DR-14C900 PVC PIPE	11/2014	\$3,082.52			2/2015	\$3,082.52	
80532		6' MJ GATE VALVE	11/2014	\$5,575.35			6/2015	\$3,850.00	\$1,725.35
80532		8"X4" SDR-26 WYE W/SCH40 OUTLET	11/2014	\$2,577.58			6/2015	\$1,125.00	\$1,452.58
80530		5/8" X 3/4" ZENNER WATER METER	11/2014	\$5,693.18			3/2015	\$5,693.18	
80530		10"X1" CC 315 TAPPING SADDLE	11/2014	\$6,636.52			3/2015	\$6,636.52	
80933		16" PVC STARGRIP W/ACC	1/2015	\$2,559.54			2/2015	\$2,559.54	
80933		10: PVC STARGRIP W/ACC	1/2015	\$6,546.50			2/2015	\$6,546.50	
80933		6" PVC STARGRIP X/ACC	1/2015	\$3,698.37			5/2015	\$2,725.45	\$972.92
80933		4" 2-WAY CLEAN OUT TEE	1/2015	\$2,422.92					\$2,422.92
80941		LF 6" DR-14 C900 PVC PIPE	1/2015	\$13,050.21			5/2015	\$10,163.14	\$2,887.07
81118		5-1/4 B84B 3-WAY 3/6 BURY FIRE HYDT L/ACC	1/2015	\$18,067.50			3/2015	\$18,067.50	
44744		57,043 sq ft of Tensar Roadrain RDS	5/2015	\$54,190.84			7/2015	\$11,530.04	\$42,660.80
<b>Totals</b>				<b>\$193,949.88</b>				<b>\$139,930.62</b>	<b>\$54,019.26</b>

**SCHEDULE "D"**

**FORM OF PAYMENT REQUISITION**

**PAYMENT REQUISITION  
SERIES 2013 PROJECT ACCOUNT  
THE MCALESTER PUBLIC WORKS AUTHORITY CONSTRUCTION FUND**

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: September 2, 2015

Pursuant to the provisions the Series 1999 Revenue Bond Indenture dated as of May 1, 1999, as heretofore supplemented and amended by a Series 2002 Revenue Bond Indenture dated as of July 1, 2002, as supplemented and amended by a Series 2012 Supplemental Note Indenture dated as of December 1, 2012, and as further supplemented and amended by a Series 2013 Supplemental Note Indenture dated as of June 1, 2013 (collectively, the "Indenture"), all by and between The McAlester Public Works Authority and BancFirst, as Trustee, you are directed to pay Creditor from the Series 2013 Project Account within the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

Carstensen Contracting	800276032
CREDITOR	TRUST NO.

P.O. Box 754 Pipestone, MN 56164
MAILING ADDRESS

Construction Services	Invoice: Payment # 8
ITEM	ITEM NO.

August 31, 2015	CIP #2	\$148,721.79
DATE	PURPOSE	AMOUNT

**AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN**

With reference to the above requisition, the undersigned certifies:

1. The above requisition is approved.

2. Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

3. That obligations in the stated amounts have been incurred by the Authority and that each item is a proper charge against the Construction Fund and has not been paid.

4. That there has not been filed with or served upon the Authority, notice of any lien, right to lien, or attachment upon, or claim affecting the right of any such persons, firms or corporations to receive payment of, the respective amounts stated in this requisition which has not been released or will not be released simultaneously with this payment.

5. That such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

THE MCALESTER PUBLIC WORKS AUTHORITY



\_\_\_\_\_  
City Manager or Chairman

Date: September 2, 2015

Date Approved: \_\_\_\_\_

Date Paid: \_\_\_\_\_

\_\_\_\_\_  
Authorized Officer

Submit in triplicate:

- 1 to Trustee Bank
- 1 to Authority
- 1 to City



Progress Estimate (A St Roadway)

Contractor's Application

For (contract):		CIP 2			Application Number:		Pay Application #8						
Application Period:		7/1/2015 To 8/1/2015			Application Date:		8/31/2015						
ITEM		B			C		D		E		F		G
Specification Section No.	Description	Bid Quantity	Unit Price	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Previous Quantity Installed	Total Completed and Stored to Date (D + E)	Total \$ Completed and Stored to Date	% (F/B)	Balance to Finish (B - F)	
2	Unclassified Excavation	2,895.00	CY	\$ 9.00	\$ 25,245.00		\$ -	3,390.06	3,390.06	30,510.54	121%	\$ (5,265.54)	
3	Unclassified Borrow	149.00	CY	\$ 34.00	\$ 5,066.00		\$ -	149.00	149.00	5,066.00	100%	\$ -	
5	Temporary Silk Fence	200.00	LF	\$ 4.00	\$ 800.00		\$ -	200.00	200.00	800.00	100%	\$ -	
6	Temporary Fiber Log	160.00	LF	\$ 9.00	\$ 1,440.00		\$ -	160.00	160.00	1,440.00	100%	\$ -	
7	Solid Shb Sodding	5,586.00	CY	\$ 5.00	\$ 27,930.00		\$ -	5,586.00	5,586.00	27,930.00	100%	\$ -	
8	Watering	10.00	KGAL	\$ 250.00	\$ 2,500.00		\$ -	20.00	20.00	5,000.00	200%	\$ (2,500.00)	
9	Aggregate Base Type 'A'	1,319.00	CY	\$ 45.00	\$ 59,355.00		\$ -	2,357.00	2,357.00	106,065.00	179%	\$ -	
10a	Scarify	7,914.00	SY	\$ 4.90	\$ 38,778.60		\$ -	7,914.00	7,914.00	38,778.60	100%	\$ -	
11a	Recompact	7,914.00	SY	\$ 6.40	\$ 50,649.60		\$ -	7,914.00	7,914.00	50,649.60	100%	\$ -	
13	Separator Fabric	8,883.00	SY	\$ 1.50	\$ 13,324.50		\$ -	9,027.00	9,027.00	13,540.50	102%	\$ (216.00)	
14	Traffic Bound Surface Course Type A	485.00	SY	\$ 175.00	\$ 84,875.00		\$ -	485.00	485.00	24,875.00	100%	\$ -	
15	Tack Coat	150.00	GAL	\$ 20.00	\$ 3,000.00		\$ -	-	-	-	0%	\$ 3,000.00	
16	Prime Coat	2,770.00	GAL	\$ 20.00	\$ 55,400.00		\$ -	-	-	-	0%	\$ 55,400.00	
17	Superpave Type 53 (PG64-22 OI)	20.00	TDN	\$ 300.00	\$ 6,000.00		\$ -	-	-	-	0%	\$ 6,000.00	
18	Dowel Jointed P.C.C.P. (Placement)	7,519.00	SY	\$ 21.00	\$ 157,899.00		\$ -	7,519.00	7,519.00	157,899.00	100%	\$ -	
19	P.C.C.P. for Pavement	1,671.00	CY	\$ 121.00	\$ 202,191.00		\$ -	1,700.00	1,700.00	205,700.00	102%	\$ (3,509.00)	
20	Reinforcing Steel	10,700.00	LB	\$ 1.50	\$ 16,050.00		\$ -	10,700.00	10,700.00	16,050.00	100%	\$ -	
21	Class A Concrete	100.00	CY	\$ 121.00	\$ 12,100.00		\$ -	100.00	100.00	12,100.00	100%	\$ -	
22	Concrete Curb (6" Barrier-Integral)	3,289.00	LF	\$ 24.00	\$ 78,936.00		\$ -	3,629.00	3,629.00	37,095.00	110%	\$ (8,160.00)	
24	4" Concrete Sidewalk	1,625.00	SY	\$ 62.00	\$ 100,750.00		\$ -	2,235.00	2,235.00	138,570.00	138%	\$ (37,820.00)	
25	6" Concrete Driveway	580.00	SY	\$ 75.00	\$ 43,500.00		\$ -	580.00	580.00	43,500.00	100%	\$ -	
26	Traffic Warning Device (New)	560.00	SF	\$ 62.00	\$ 34,720.00		\$ -	375.00	375.00	23,250.00	67%	\$ 11,470.00	
27	Manhole (4' Dia)	4.00	Ea	\$ 2,550.00	\$ 10,200.00		\$ -	4.00	4.00	10,200.00	100%	\$ -	
28	Add'l Depth in MH	6.00	Ft	\$ 325.00	\$ 1,950.00		\$ -	6.00	6.00	1,950.00	100%	\$ -	
29	Inlet CI Des. 3 (STD)	1.00	Ea	\$ 4,900.00	\$ 4,900.00		\$ -	1.00	1.00	4,900.00	100%	\$ -	
30	Inlet CI Des. 3 (B)	5.00	Ea	\$ 5,700.00	\$ 28,500.00		\$ -	5.00	5.00	28,500.00	100%	\$ -	
31	Inlet CDI RCP Des. 1	1.00	Ea	\$ 2,500.00	\$ 2,500.00		\$ -	1.00	1.00	2,500.00	100%	\$ -	
32	Inlet CDI RCP Des. 5	1.00	Ea	\$ 5,800.00	\$ 5,800.00		\$ -	1.00	1.00	5,800.00	100%	\$ -	
35	Inlet (SMD - Type 1)	2.00	Ea	\$ 2,700.00	\$ 5,400.00		\$ -	2.00	2.00	5,400.00	100%	\$ -	
36	Add'l Depth in Inlet CI Des. 3	12.00	VF	\$ 900.00	\$ 10,800.00		\$ -	12.00	12.00	10,800.00	100%	\$ -	
39	18" RCP CI-III	230.00	LF	\$ 60.50	\$ 13,915.00		\$ -	224.00	224.00	13,552.00	97%	\$ 363.00	
40	24" RCP CI-III	270.00	LF	\$ 72.00	\$ 19,440.00		\$ -	249.00	249.00	17,928.00	92%	\$ 1,512.00	
41	30" RCP CI-III	185.00	LF	\$ 92.00	\$ 17,020.00		\$ -	174.00	174.00	16,008.00	94%	\$ 1,012.00	
43	Removal of Concrete Pavement	7,615.00	SY	\$ 12.75	\$ 97,091.25		\$ -	8,230.50	8,230.50	104,938.58	108%	\$ -	
44	Removal of Asphalt Pavement	1,661.00	SY	\$ 7.00	\$ 11,627.00		\$ -	1,661.00	1,661.00	11,627.00	100%	\$ -	
45	Removal of Sidewalk	730.00	SY	\$ 15.00	\$ 10,950.00		\$ -	790.00	790.00	11,350.00	108%	\$ (900.00)	
46	Sawing Pavement	200.00	LF	\$ 2.50	\$ 500.00		\$ -	450.00	450.00	1,125.00	225%	\$ (625.00)	
47	Remove and Reconstruct Fence	496.00	LF	\$ 28.00	\$ 13,888.00		\$ -	-	-	-	0%	\$ 13,888.00	
48	Remove and Reset Mailbox	3.00	Ea	\$ 450.00	\$ 1,350.00	3.00	\$ 1,350.00	-	3.00	1,350.00	100%	\$ -	
	Field Office	1.00	EA	\$ 4,100.00	\$ 4,100.00		\$ -	1.00	1.00	4,100.00	100%	\$ -	
8001	B6 Manhole Adaptation	1.00	U-Sum	\$ 2,478.84	\$ 2,478.84		\$ -	1.00	-	2,478.84	100%	\$ -	
8002	Junction Box (4S"x4S")	1.00	EA	\$ 8,872.79	\$ 8,872.79		\$ -	1.00	-	8,872.79	100%	\$ -	
				\$	1,291,792.58					1,312,700.75		\$ 33,649.46	

Total This Estimate \$ 1,350.00

To Finish Unit Price Items \$ 33,649.46

**Progress Estimate (6 th St LUMP SUM BIDS)**

**Contractor's Application**

For (contract):			CIP 2		Application Number:			Pay Application #8	
Application Period:			7/1/2015 to 8/1/15		Application Date:			8/31/2015	
A		B		Work Completed		F		G	
ITEM		Scheduled Value	C	D	E	Total Completed and Stored to Date (C + D + E)		% (F/B)	Balance to Finish (G - F)
Pay Item No.	Description		From Previous Application (C+D)	This Period	Materials Presently				
<b>6th Street - Roadway</b>									
1	Clearing and Grubbing	\$ 4,500.00	\$ 4,500.00		\$ -	\$ 4,500.00		1.00	\$ -
4	Type A Salvaged Topsoil	\$ 4,700.00	\$ 4,700.00		\$ -	\$ 4,700.00		1.00	\$ -
42	Removal of Structures & Obstructions	\$ 10,200.00	\$ 10,200.00		\$ -	\$ 10,200.00		1.00	\$ -
	Construction Traffic Control	\$ 22,600.00	\$ 16,950.00	\$ 5,650.00	\$ -	\$ 22,600.00		1.00	\$ -
	Traffic Items	\$ 25,000.00	\$ -		\$ -	\$ -		0.00	\$ 25,000.00
	SWPPP Documentation and Management	\$ 6,500.00	\$ 6,500.00		\$ -	\$ 6,500.00		1.00	\$ -
	Mobilization	\$ 14,250.00	\$ 14,250.00	\$ -	\$ -	\$ 14,250.00		1.00	\$ -
	Construction Staking Level II	\$ 12,500.00	\$ 12,500.00		\$ -	\$ 12,500.00		1.00	\$ -
<b>A Street - Water</b>									
96	Hydrostatic Pressure Testing & Disinfection	\$ 6,100.00	\$ 6,100.00		\$ -	\$ 6,100.00		1.00	\$ -
<b>A Street - Sewer</b>									
116	Deflection & Pressure Test (8" Pipe and Manholes)	\$ 1,375.00	\$ 1,375.00		\$ -	\$ 1,375.00		1.00	\$ -
						82,725.00			

Total This Estimate	\$ 5,650.00
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To Finish Lump Sum Items	\$ 25,000.00
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Progress Estimate (6th St Water)

Contractor's Application

For Contract: CIP 2					Application Number: Pay Application #8							
Application Period: 7/1/2015 to 8/1/15					Application Date: 8/31/2015							
ITEM		B			C	D	E	F		G		
Specification Section No.	Description	Bid Quantity	Unit Price	Bid Value	Total Bid Value	Estimate Quantity Installed	Estimate Value	Previous Quantity Installed	Total Completed and Stored to Date (D + E)	Total \$ Completed and Stored to Date	% (F/B)	Balance to Finish (B - F)
50	Unclassified Excavation	460.00	CY	\$ 9.00	\$ 4,140.00		\$ -	537.00	537.00	4,833.00	117%	\$ (693.00)
57	CLSM Backfill	1.00	CY	\$ 460.00	\$ 460.00		\$ -	1.00	1.00	460.00	100%	\$ -
59	12" PVC	80.00	LF	\$ 77.00	\$ 6,160.00		\$ -	120.00	120.00	9,240.00	150%	\$ (3,080.00)
61	6" PVC	1,040.00	LF	\$ 39.60	\$ 40,560.00		\$ -	1,040.00	1,040.00	40,560.00	100%	\$ -
63	12" Gate Valve	2.00	Ea	\$ 3,250.00	\$ 6,500.00		\$ -	2.00	2.00	6,500.00	100%	\$ -
65	6" Gate Valve	14.00	Ea	\$ 1,100.00	\$ 15,400.00		\$ -	9.00	9.00	9,900.00	64%	\$ 5,500.00
66	4" Gate Valve	1.00	Ea	\$ 865.00	\$ 865.00		\$ -	1.00	1.00	865.00	100%	\$ -
67	Standard Valve Box	17.00	Ea	\$ 530.00	\$ 9,010.00		\$ -	8.00	8.00	4,240.00	47%	\$ 4,770.00
68	Fire Hydrant and Assembly	3.00	Ea	\$ 3,250.00	\$ 9,750.00		\$ -	2.00	2.00	6,500.00	67%	\$ 3,250.00
70	12" Solid Sleeve	2.00	Ea	\$ 955.00	\$ 1,910.00		\$ -	2.00	2.00	1,910.00	100%	\$ -
72	6" Solid Sleeve	3.00	Ea	\$ 330.00	\$ 990.00		\$ -	3.00	3.00	990.00	100%	\$ -
75	1 1/2" Sleeve	1.00	Ea	\$ 250.00	\$ 250.00		\$ -				0%	\$ 250.00
76	1 1/4" Sleeve	1.00	Ea	\$ 250.00	\$ 250.00		\$ -				0%	\$ 250.00
77	2" x 1 1/2" Sleeve Adaptor	1.00	Ea	\$ 325.00	\$ 325.00		\$ -				0%	\$ 325.00
78	2" x 1 1/4" Sleeve Adaptor	1.00	Ea	\$ 320.00	\$ 320.00		\$ -				0%	\$ 320.00
79	Service Connection (Short) 6x1	3.00	Ea	\$ 1,700.00	\$ 5,100.00		\$ -				0%	\$ 5,100.00
80	Service Connection (Short) 6x2	1.00	Ea	\$ 1,900.00	\$ 1,900.00		\$ -				0%	\$ 1,900.00
81	Service Connection (Long) 6x1	3.00	Ea	\$ 1,900.00	\$ 5,700.00		\$ -	2.00	2.00	3,800.00	67%	\$ 1,900.00
85	6" 45 Fitting	4.00	Ea	\$ 360.00	\$ 1,440.00		\$ -	15.00	15.00	5,400.00	375%	\$ (3,960.00)
86	4x2 Reducing Fitting	2.00	Ea	\$ 350.00	\$ 700.00		\$ -				0%	\$ 700.00
87	6x4 Reducing Fitting	1.00	Ea	\$ 335.00	\$ 335.00		\$ -	1.00	1.00	335.00	100%	\$ -
91	12x12x6 TEE	1.00	Ea	\$ 1,600.00	\$ 1,600.00		\$ -	1.00	1.00	1,600.00	100%	\$ -
94	6x6x6 TEE	2.00	Ea	\$ 750.00	\$ 1,500.00		\$ -	6.00	6.00	4,500.00	26%	\$ 750.00
95	6x6x4 TEE	1.00	Ea	\$ 730.00	\$ 730.00		\$ -				0%	\$ 730.00
				\$ 119,645.00						101,633.00		\$ 18,012.00

Total This Estimate \$ -

To Finish Unit Price Items \$ 18,012.00

**SCHEDULE "D"**

**FORM OF PAYMENT REQUISITION**

**PAYMENT REQUISITION  
SERIES 2013 PROJECT ACCOUNT  
THE MCALESTER PUBLIC WORKS AUTHORITY CONSTRUCTION FUND**

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: September 2, 2015

Pursuant to the provisions the Series 1999 Revenue Bond Indenture dated as of May 1, 1999, as heretofore supplemented and amended by a Series 2002 Revenue Bond Indenture dated as of July 1, 2002, as supplemented and amended by a Series 2012 Supplemental Note Indenture dated as of December 1, 2012, and as further supplemented and amended by a Series 2013 Supplemental Note Indenture dated as of June 1, 2013 (collectively, the "Indenture"), all by and between The McAlester Public Works Authority and BancFirst, as Trustee, you are directed to pay Creditor from the Series 2013 Project Account within the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

EST	<b>800276032</b>
CREDITOR	TRUST NO.

480 24 <sup>TH</sup> Ave NW ,Suite 244 Norman, OK 73069
MAILING ADDRESS

Construction Services	Invoice: 35134
ITEM	ITEM NO.

August 31, 2015	CIP #2	\$9,330.00
DATE	PURPOSE	AMOUNT

**AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN**

With reference to the above requisition, the undersigned certifies:

1. The above requisition is approved.
2. Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually

performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

3. That obligations in the stated amounts have been incurred by the Authority and that each item is a proper charge against the Construction Fund and has not been paid.

4. That there has not been filed with or served upon the Authority, notice of any lien, right to lien, or attachment upon, or claim affecting the right of any such persons, firms or corporations to receive payment of, the respective amounts stated in this requisition which has not been released or will not be released simultaneously with this payment.

5. That such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

THE MCALESTER PUBLIC WORKS AUTHORITY



\_\_\_\_\_  
City Manager or Chairman

Date: September 2, 2015

Date Approved: \_\_\_\_\_

Date Paid: \_\_\_\_\_

\_\_\_\_\_  
Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City



115 N Hudson, Suite 300  
 Oklahoma City, OK 73102  
 Phone: (405) 815-3600  
 Fax: (405) 815-4080

August 31, 2015  
 Project No: 6005029.000  
 Invoice No: 35134

City of McAlester  
 Public Works Department - John Modzelewski  
 28 East Washington Avenue  
 McAlester, OK 74501

Project 6005029.000 CIP #2\_6th Street and A Street  
Professional Services from August 01, 2015 to August 31, 2015

Phase 002 6th Street  
 Fee

Billing Phase	Fee	Percent Complete	Earned
Construction Management	36,750.00	100.00	36,750.00
Materials Testing	11,550.00	100.00	11,550.00
Audit Services	4,500.00	100.00	4,500.00
Total Fee	52,800.00		52,800.00
		Previous Fee Billing	43,470.00
		Current Fee Billing	9,330.00
	<b>Total Fee</b>		<b>9,330.00</b>
		<b>Total this Phase</b>	<b>\$9,330.00</b>
		<b>Total this Invoice</b>	<b>\$9,330.00</b>

**SCHEDULE "D"**

**FORM OF PAYMENT REQUISITION**

**PAYMENT REQUISITION  
SERIES 2013 PROJECT ACCOUNT  
THE MCALESTER PUBLIC WORKS AUTHORITY CONSTRUCTION FUND**

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: September 2, 2015

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EST	<b>800276032</b>
CREDITOR	TRUST NO.

480 24 <sup>TH</sup> Ave NW ,Suite 244 Norman, OK 73069
MAILING ADDRESS

Construction Services	<b>Invoice: 35135</b>
ITEM	ITEM NO.

August 31, 2015	CIP #4	<b>\$ 32,789.25</b>
DATE	PURPOSE	AMOUNT

**AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN**

With reference to the above requisition, the undersigned certifies:

1. The above requisition is approved.
2. Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually

performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

3. That obligations in the stated amounts have been incurred by the Authority and that each item is a proper charge against the Construction Fund and has not been paid.

4. That there has not been filed with or served upon the Authority, notice of any lien, right to lien, or attachment upon, or claim affecting the right of any such persons, firms or corporations to receive payment of, the respective amounts stated in this requisition which has not been released or will not be released simultaneously with this payment.

5. That such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

THE MCALESTER PUBLIC WORKS AUTHORITY

  
\_\_\_\_\_  
City Manager or Chairman

Date: September 2, 2015

Date Approved: \_\_\_\_\_

Date Paid: \_\_\_\_\_

\_\_\_\_\_  
Authorized Officer

Submit in triplicate:

- 1 to Trustee Bank
- 1 to Authority
- 1 to City



615 N Hudson, Suite 300  
 Oklahoma City, OK 73102  
 Phone: (405) 815-3600  
 Fax: (405) 815-4080

August 31, 2015  
 Project No: 6005601.000  
 Invoice No: 35135

City of McAlester  
 Public Works Department - John Modzelewski  
 28 East Washington Avenue  
 McAlester, OK 74501

Project 6005601.000 CIP #4\_South Street  
Professional Services from August 01, 2015 to August 31, 2015

Phase 001 South Street  
 Fee

Billing Phase	Fee	Percent Complete	Earned
Construction Management	172,575.00	55.00	94,916.25
Materials Testing	46,020.00	55.00	25,311.00
Audit Services	11,505.00	0.00	0.00
Total Fee	230,100.00		120,227.25
		Previous Fee Billing	87,438.00
		Current Fee Billing	32,789.25
	<b>Total Fee</b>		<b>32,789.25</b>
		<b>Total this Phase</b>	<b>\$32,789.25</b>
		<b>Total this Invoice</b>	<b>\$32,789.25</b>



OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

SCOTT A. THOMPSON  
Executive Director

RECEIVED  
AUG 24 2015

BY: 

MARY FALLIN  
Governor

August 3, 2015

Mr. Steve Harrison, Mayor  
City of McAlester  
P. O. Box 578  
McAlester, Oklahoma 74502

Re: Permit No. SL000061150601  
Cottage Park Phase II  
Facility No. S-20637

Dear Mr. Harrison:

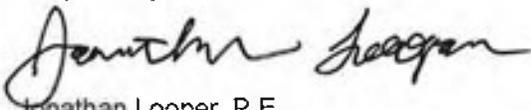
Enclosed is Permit No. SL000061150601 for the construction of 743 linear feet of eight (8) inch PVC sewer line and 766 linear feet of twelve (12) inch PVC sewer line to serve the Cottage Park Phase II, Pittsburg County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on August 3, 2015. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of McAlester, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,



Jonathan Looper, P.E.  
Construction Permit Section  
Water Quality Division

JL/RC/bg

Enclosure

c: Stan Ketchum, Regional Manager, DEQ  
MCALESTER DEQ OFFICE  
David P Henke Jr., PE, Crafton Tull & Associates, Inc





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

PERMIT No. SL000061150601

SEWER LINES

FACILITY No. S-20637

PERMIT TO CONSTRUCT

August 3, 2015

Pursuant to O.S. 27A 2-6-304, the City of McAlester is hereby granted this Tier I Permit to construct 743 linear feet of eight (8) inch PVC sewer line and 766 linear feet of twelve (12) inch PVC sewer line to serve the Cottage Park Phase II, located in SW/4 of Section 1, T-5-N, R-14-E, Pittsburg County, Oklahoma, in accordance with the plans approved .

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.
- 5) That tests will be conducted as necessary to insure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

PERMIT No. SL000061150601

SEWER LINES

FACILITY No. S-20637

PERMIT TO CONSTRUCT

- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (GP-005) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 13) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section  
Water Quality Division



RECEIVED  
AUG 26 2015



BY: .....

SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

August 13, 2015

Mr. Steve Harrison, Mayor  
City of McAlester  
P. O. Box 578  
McAlester, Oklahoma 74502

Re: Permit No. SL000061150647  
existing customers  
Facility No. S-20635

Dear Mr. Harrison:

Enclosed is Permit No. SL000061150647 for the construction of 1,171 linear feet of eight (8) inch PVC sewer line on Adams Street and Miami Avenue to serve the existing customers, Pittsburg County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on August 13, 2015. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of McAlester, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

A handwritten signature in black ink that reads "Jonathan Looper".

Jonathan Looper, P.E.  
Construction Permit Section  
Water Quality Division

JL/RC/bg

Enclosure

c: Stan Ketchum, Regional Manager, DEQ  
MCALESTER DEQ OFFICE  
Jay Roy Updike, P.E.





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

PERMIT TO CONSTRUCT

August 13, 2015

Pursuant to O.S. 27A 2-6-304, the City of McAlester is hereby granted this Tier I Permit to construct 1,171 linear feet of eight (8) inch PVC sewer line on Adams Street and Miami Avenue to serve the existing customers, located in the SE/4 of Section 6, T-5-N, R-15-E and the SE/4 of Section 7, T-5-N, R-15-E, Pittsburg County, Oklahoma, in accordance with the plans approved August 13, 2015.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.
- 5) That tests will be conducted as necessary to insure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

PERMIT TO CONSTRUCT

- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (GP-005) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 13) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

---

Rocky Chen, P.E., Engineering Manager, Construction Permit Section  
Water Quality Division



Center for Independent Living  
ADvantage Case Management  
Independent Living Services  
Community Integration  
Transportation  
Employment  
Recreation



601 E. Carl Albert Parkway, McAlester, Oklahoma 74501 ~ 918 426 6220 V/TDD ~ 800 568 6821 V/TDD

August 27, 2015

Mr. Peter Stasiak  
City Manager  
Municipal Building  
P.O. Box 578  
McAlester, OK 74502

Dear Mr. Stasiak,

During the months of **April, May, June 2015**, the Oklahomans for Independent Living (O.I.L) provided transportation to **80 individuals**. The individuals took a total of **1,310 trips for a total of 2,798 miles**. O.I.L transported to **106** different locations including doctor offices, pharmacies, McAlester Regional Hospital, Urgent Care, Indian Clinic, Department of Human Service, Carl Albert Mental Health Center, Department of Rehabilitation Services, Social Security Office, Pittsburg County Public Library, Pittsburg County Health Department, McAlester City Hall, Pittsburg County Court House, Goodwill, Shared Blessings, utility companies, grocery stores, Wal-Mart, restaurants, theater, and a variety of other sites.

Costs for the Transportation Program for the 3 month period are as follows:

Drivers	\$ 5,098
Fringe Benefits	616
Fuel/Maintenance	1,060
Insurance/fees	605
Occupancy/Phone/Supplies	<u>700</u>
	\$ 8,079

OIL has also provided its core services of information and referral, advocacy, peer counseling, and independent living skills training. OIL sends a monthly newsletter with resources and services available to the community. For the reporting months, there were **1,365** newsletters mailed to area members, citizens and businesses.

Individual advocacy and systemic advocacy was provided on disability related issues that concern civil rights, housing, mental health, environmental modifications, the Americans with Disabilities Act, employment, and program access.

OIL Transportation Quarterly Report

## City of McAlester Quarterly Service Report

April 1 to June 30, 2015

- 1) April 1 to June 30, 2015, OIL has provided **80 individuals** with door-to-door transportation trips. OIL provided **6 Shopping Days on Thursdays**, during the 3 months and **6 Saturday Shopping Days**.
- 2) April 1 to June 30, 2015, *OIL has not provided any Back-up service to the Community Services Senior Citizens bus service.*
- 3) April 1 to June 30, 2015, OIL has provided 15 different Social and Recreational Programs for McAlester citizens with disabilities to include:
  - 3 Events - Men Social Group, 16 attending with **48 trips**.
  - 5 Events - Women Social Group, **30** attending with **90 trips**.
  - 3 Events - OIL Socials held at local restaurants and a Picnic at Chadick Park, **42** attending with **126 trips**.
  - 1 Event – State Special Olympics, Stillwater, with **8** attending for a total of **24 trips**.
  - 1 Event – Independent Living Self-Advocacy Training, **7** attending with **21 trips**.
  - 1 Event – Disability Awareness Day, State Capital, OKC, **8** attending with **24 trips**.
  - 1 Event – Tulsa Zoo, with **10** attending for a total of **30 trips**.
- 4) April 1 to June 30, 2015, OIL has provided **core services for the following**:
  - 7 individuals with Advocacy
  - 6 individuals with Housing, Home Modification, and Shelter Services
  - 39 individuals with IL Skills Training and Life Skills Training
  - 74 individuals with Information and Referral Services
  - 42 individuals with Peer Counseling
  - 4 individuals with Referrals to Community Based Waiver Programs
  - 42 individuals with Recreational and Social Services
  - 4 individuals with Employment or Vocational Services
- 5) April 1 to June 30, 2015, OIL has provided **6 Traumatic Brain Injury Support Group Meetings** with **30 trips** provided. Support groups promote independence for people with disabilities.

- 6) April 1 to June 30, 2015, **OIL has provided 16 equipment loans.** These loans consist of donated equipment from individuals within our community. The equipment increases independence and includes items such as walkers, shower benches/chairs, crutches, wheelchairs, etc.

OIL provides case management services for **74 individuals** at risk of nursing home placement. Community Based Services include Case Management. Case Management ensures community resources are developed and provided in order to assist individuals with disabilities to live independently within their own home, versus nursing home placement.

As of March 30, 2015, O.I.L. has **505 Active Consumer Service Records.**

OIL appreciates the City of McAlester support and its commitment to the community integration and involvement of people with disabilities.

Sincerely,



Pam Pulchny,  
Executive Director



# McAlester City Council

## AGENDA REPORT

Meeting Date: \_\_\_\_\_  
Department: Expo – Community Services  
Prepared By: Jerry Lynn Wilson  
Date Prepared: August 20, 2015

Item Number: \_\_\_\_\_  
Account Code: \_\_\_\_\_  
Budgeted Amount: \_\_\_\_\_  
Exhibits: \_\_\_\_\_

### Subject

Consider and act upon, a request by Eastern Oklahoma State College, E.O.S.C., to partner with them for the rental fee for the use of the Southeast Expo Center for their GEAR UP event, September 29-30, 2015 and the ACT Prep event , December 16, 2015.

### Recommendation

To approve partnering with E.O.S.C. in the total amount of \$945.00 for the use of the Expo Center.

GEAR UP is to help young students prepare for, get to and get through college.  
ACT Prep is a workshop covering what will be on the test and how to master the techniques.

### Discussion

The Southeast Expo Center Rental Policy and Procedure, which was adopted by the McAlester City Council on January 8, 2008 via Resolution No. 08-04. Clause 13 of the Rules and Regulations states: "Waiver of Rental Fees – The City of McAlester will not waive any rental fees to any organizations. The City will consider partnering with organizations for educational and economic development projects if the project is open to the residents of the City of McAlester and no fee is charged to the residents of the City of McAlester. Any request for partnering must be made to the City of McAlester."

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	_____	_____

City of McAlester  
"Southeast EXPO Center"  
4500 W. Highway 270  
P.O. Box 578  
McAlester, OK 74502  
Phone: 918-420-3976  
Fax: 918-423-1092

## Partnership Request

Date of Request: August 20, 2015

**NAME:** Linda Morgan  
Project Director  
GEAR UP for Success  
**ORGANIZATION:** Eastern Oklahoma State College -E.O.S.C.  
**PHONE:** 918-465-1722

---

Date of Event:	<u>September 29 &amp; 30 and December 16, 2015</u>	
Description & Rate:	GEAR UP – Room 103 for two days/September	<b>\$630.00</b>
	ACT PREP – Room 103 for one day/December	<b><u>\$315.00</u></b>
	<b>TOTAL REQUEST</b>	<b>\$945.00</b>

---

### APPROVED PARTNERSHIPS

**2015/16 APPROVED PARTNERSHIP BUDGET AMOUNT:** **\$15,000.00**

**APPROVED PARTNERSHIP TOTAL AMOUNT FOR 2015/2016:** **\$2,000.00**

APPROVED GROUPS	REQUESTED DATE	EVENT DATE/S	AMOUNT
E.O.S.C.-McAlester	10/28-29/15	COLLEGE & CAREER	\$2,000.00

**2015/2016 BUDGETED AMOUNT BALANCE** **\$13,000.00**



Main Campus  
1301 West Main  
Willburton, OK 74578  
918.465.2361

McAlester Campus  
1802 East College Ave  
McAlester, OK 74501  
918.426.5272

www.eosc.edu

TDD# 800.322.8506

SE McCurtain County Campus  
2805 N.E. Lincoln Rd  
Idabel, OK 74745  
580.286.9431

Antlers Site  
405 SE "O" Street  
Antlers, OK 74523  
580.271.0471

August 18, 2015

City of McAlester  
Southeast EXPO Center  
P.O. Box 578  
McAlester, OK 74501

Ladies and Gentlemen:

I am writing to request a partnership for the use of the EXPO Hall at the Southeast EXPO Center on Tuesday, September 29, 2015, and Wednesday, September 30, 2015 for workshops for 10<sup>th</sup> & 11<sup>th</sup> grade GEAR UP students from 27 partner schools in southeastern Oklahoma.

In celebration of National GEAR UP Week, we have contracted with nationally-known speaker Arel Moodie to provide a keynote speech to the students. Arel Moodie is one of the leading voices on helping young students get to and get through college. He works with students from all backgrounds to make sure they are ready for the journey ahead.

Arel has worked with hundreds of schools and teaches students how to succeed in the college environment by becoming a student leader that actually learns real world skills. Arel spoke to GEAR UP students in the spring of 2015. Students have begged to have him return. As part of National GEAR UP week, we are bringing him back!

Eastern Oklahoma State College's GEAR UP (Graining Early Awareness and Readiness for Undergraduate Programs) grant is a partnership project with public schools, higher education, communities, financial institutions and business institutions who work together to provide students and their families a range of support services needed to prepare them for college.

Thank you for your consideration. If you need additional information, do not hesitate to contact me.

Sincerely,

Linda Morgan, Project Director  
Eastern Oklahoma State College *GEAR UP for Success*  
918.465.1722  
lmorgan@eosc.edu





Main Campus  
1701 West Main  
Wibaux, OK 74578  
918.465.2261

McAlester Campus  
1802 East College Ave  
McAlester, OK 74501  
918.426.5272

www.eosc.edu

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Idabel, OK 74745  
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TDD: 800.522.8506

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405 SE "O" Street  
Antlers, OK 74523  
580.271.0471

August 18, 2015

City of McAlester  
Southeast EXPO Center  
P.O. Box 578  
McAlester, OK 74501

Ladies and Gentlemen:

I am writing to request a partnership for the use of the EXPO Hall at the Southeast EXPO Center on Wednesday, December 16, 2015 for an ACT Prep workshop for 10<sup>th</sup> grade GEAR UP students in southeastern Oklahoma.

Chad Cargill from Cargill Consulting, Inc., will be presenting a three-hour workshop to 10<sup>th</sup> grade students in Eastern Oklahoma State College's GEAR UP partner schools. The workshop will include relevant, practical information on how to increase ACT scores. The workshop covers what will be on the test and how to master the techniques.

Cargill developed this workshop after taking the ACT 18 times and increasing his score from a 19 to a 32. He attended Oklahoma State University and graduated with a degree in Industrial Engineering.

Eastern Oklahoma State College's GEAR UP (Graining Early Awareness and Readiness for Undergraduate Programs) grant is a partnership project with public schools, higher education, communities, financial institutions and business institutions who work together to provide students and their families a range of support services needed to prepare them for college.

Thank you for your consideration. If you need additional information, do not hesitate to contact me.

Sincerely,

Linda Morgan, Project Director  
Eastern Oklahoma State College *GEAR UP for Success*  
918.465.1722  
lmorgan@eosc.edu





# FIREHOUSE Software®

A Xerox Company

Xerox Government Systems, LLC  
2900 100th Street, STE 309  
Urbandale IA 50322

## INVOICE

Invoice 1185710

Page Number: 1

Date: 8/19/2015

Customer: 335101

Please Remit Payments To:  
Xerox Business Services LLC  
P.O. Box 201322  
Dallas TX 75320-1322

### SOLD

TO: MCALESTER PUBLIC WORKS AUTHORITY  
ATTN: JAMES STANFORD  
PO BOX 578  
MCALESTER OK 74502

### SHIP

TO: MCALESTER FIRE DEPT  
BRETT BREWER  
607 VILLAGE BLVD  
MCALESTER OK 74501

CUSTOMER P.O.		ORDER #	TERMS		DUE DATE
		1355777	NET 15		9/3/2015
ITEM NUMBER	DESCRIPTION	UM	QUANTITY	UNIT PRICE	AMOUNT
300501	FH Cloud Annual Contract Payment (2 User) 5 Year Contract with Annual Fee Due Sept 1 Year 2 of 5	EA	1	1,899.000000	1,899.00

<b>Subtotal:</b>	<b>\$ 1,899.00</b>
<b>Tax:</b>	
<b>Total:</b>	<b>\$ 1,899.00</b>

Please contact us at:  
FH Support, Sales & Billing 800-921-5300

**AGREEMENT FOR APPLICATION HOSTING AND TECHNOLOGY SUPPORT SERVICES**

This Agreement for Application Hosting and Technology Support Services (hereinafter the "Agreement") is entered into by and between McAlester Public Works Authority with offices located at 607 Village Blvd. McAlester, OK 74501 (hereinafter "Customer"), and Xerox Government Systems, LLC. with offices located at 8260 Willow Oaks Corporate Drive, Fairfax, VA 22031 (hereinafter "Xerox"), referred to individually as Party and collectively as Parties.

**1.0 BACKGROUND AND OBJECTIVES**

This Agreement is entered into in connection with Customer's decision to engage Xerox to provide certain information technology hosting and support services related to Customer's business operations. This Agreement and the Exhibits set forth all terms and conditions governing the relationship between Xerox and Customer.

**2.0 TERM**

The term of this Agreement (the "Term") will be for 5 years, from 9/1/2014 to 8/31/2019, unless earlier terminated or renewed in accordance with the provisions of this Agreement.

**3.0 SERVICES**

Xerox shall provide all services, personnel, materials, equipment, and tools (hereinafter jointly referred to as the "Services") as set forth in Exhibit A – Statement of Work, attached hereto and made a part hereof. The Statement of Work constitutes the minimum quantity and level of services and deliverables to be provided in connection with this Agreement. Supplemental services may be procured by Customer in accordance with 4.0 hereof.

**4.0 SUPPLEMENTAL SERVICES**

Any effort, which does not fall within the Statement of Work set forth in Exhibit A, will be subject to the change order process. Xerox will be responsible for assisting Customer in defining, documenting and quantifying the change order. A detailed change order proposal will be prepared by Xerox and submitted to Customer for its review and approval. Customer will be responsible for timely turnaround of a decision on the approval of the change order request. All terms and conditions of the change order proposal (including any applicable payment terms) will be incorporated into a Supplemental Service Agreement ("SSA"). Xerox will not be required to perform activities that are not specifically stated in the Statement of Work without a fully executed SSA signed by both Parties.

**5.0 CONFIDENTIALITY**

**5.1 Customer Confidential Information**

With respect to information relating to Customer's business which is confidential and clearly so designated ("Customer Confidential Information"), Xerox will instruct its personnel to keep such information confidential by using the same degree of care and discretion that they use with similar information of Xerox which Xerox regards as confidential. However, Xerox shall not be required to



keep confidential any information which: (i) is or becomes publicly available; (ii) is already in Xerox's possession; (iii) is independently developed by Xerox outside the scope of this Agreement; or (iv) is rightfully obtained from third parties. In addition, Xerox shall not be required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by Xerox in the course of its services hereunder.

## **5.2 Xerox Confidential Information**

Customer agrees that Xerox's methodologies, tools, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by Xerox, which may be disclosed to the Customer, are confidential and proprietary information ("Xerox Confidential Information"). With respect to Xerox Confidential Information, the Customer shall keep such information confidential by using the same degree of care and discretion that it uses with similar information of its own which Customer regards as confidential. However, Customer shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already in Customer's possession; (iii) is independently developed by the Customer outside the scope of this Agreement and without any reliance on Xerox Confidential Information; or (iv) is rightfully obtained from third parties.

## **5.3 Use of Confidential Information**

Xerox and Customer shall use each other's confidential information only for the purposes of this Agreement and shall not disclose such confidential information to any third party, other than as set forth herein, or to each other's employees, Xerox permitted subcontractors, or Customer's permitted consultants on a need-to-know basis, without the other Party's prior written consent.

## **6.0 INTELLECTUAL PROPERTY RIGHTS**

### **6.1 Customer Content**

All data created or transmitted by Customer and stored on Xerox servers as part of the Services ("Customer Data") shall at all times be owned by Customer. Xerox shall not own or have any interest rights in the Customer Data. Except as instructed by Customer directly or indirectly through instructions provided to the servers through Customer's use of the Xerox Software, Xerox shall treat Customer Data as Customer Confidential Information. Xerox will upon (i) request of Customer at any time, and (ii) the cessation of all Termination/Expiration Assistance, promptly return to Customer, in the format and on the media in use as of the date of the request, all or any requested portion of the Customer Data. Archival tapes containing any Customer Data will be used by Xerox solely for back-up purposes. Any conversion of data for porting to other applications will not be provided under this contract.

### **6.2 Proprietary Rights of Xerox**

All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by Xerox or its suppliers under this Agreement, and any know-how, methodologies, equipment, or processes used by Xerox to provide the Services to Customer, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other



proprietary rights inherent therein and appurtenant thereto (collectively "Xerox Materials") shall remain the sole and exclusive property of Xerox or its suppliers. Customer acknowledges and agrees that Xerox is in the business of designing and hosting Web-based applications and Xerox shall have the right to provide services to third parties which are the same or similar to the Services and to use any Xerox Materials providing such services.

### **6.3 License Grant**

Xerox grants Customer a non-exclusive license throughout the Term to perform, display, transmit, participate in the transfer of Customer Data and otherwise use the Xerox Materials for the purposes of performing this Agreement. Customer shall have no residual rights to the Xerox Materials beyond the term of this Agreement. Customer grants Xerox the right to maintain administrative access to the Customer Data during the Term for purposes of performing this Agreement.

## **7.0 INSURANCE; RISK OF LOSS**

### **7.1 Required Insurance Coverage**

Throughout the Term, Xerox shall, at its own expense, carry and maintain at least the kinds and minimum amounts of insurance listed below.

1. **Workers' Compensation Insurance:** As required by law.
2. **Commercial General Liability Insurance:** with a combined single limit for bodily injury and property damage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

Upon request Xerox will furnish proof of coverage, in the form of a standard certificate of insurance, to the Customer's Procurement Officer within ten (10) days of contract execution. If any material policy changes occur during the life of contract, Xerox shall provide updated proof of coverage, in the form of standard certificates of insurance, to Customer in a timely manner.

### **7.2 Risk of Loss**

As of the effective date, each Party will be responsible for risk of loss of, and damage to, any equipment, software or other materials in its possession or under its control.

## **8.0 CHARGES**

### **8.1 Charges**

Subject to the other provisions of this Agreement, Customer will pay to Xerox the amounts set forth in Exhibit B – Applicable Charges, attached hereto and made a part hereof. Services performed in connection with an authorized SSA may be performed either on a time and material (T&M) or fixed fee basis as specified in the SSA. The charges applicable during each renewal term will be mutually agreed to by the Parties and incorporated to this Agreement as an SSA.



A Xerox Solution

## 8.2 Taxes

- (a) Xerox will pay any sales, use, excise, value-added, services, consumption, and other taxes and duties imposed on any goods and services acquired, used or consumed by Xerox in connection with the Services if applicable.
- (b) Customer will pay when due any sales, use, excise, value-added, services, consumption, or other tax imposed by any taxing jurisdiction as of the effective date on the provision of the Services or any component thereof, as the rate of such tax may change from time to time during the applicable Term. If applicable, such taxes will be in addition to the Applicable Charges listed in Exhibit B.
- (c) If any taxing jurisdiction imposes after the effective date a new sales, use, excise, value-added, services, consumption, or other tax on the provision of the Services or any component thereof, the Parties will cooperate in attempting to reduce the amount of such tax to the maximum extent feasible. Customer will be liable for any such new tax, which is imposed on the Charges for the provision of the Services, or any component thereof.

## 9.0 INVOICES AND PAYMENT

### 9.1 Invoices and Payment

Xerox will issue to Customer, on an annual basis, one (1) invoice for all amounts due with respect to services to be rendered and products to be delivered in the following calendar year. Payment terms for materials and services will be as specified in Exhibit B. Each invoice will separately state all applicable charges, reimbursable expenses and taxes payable. Invoices delivered pursuant to this Section 9.1 will be due and payable within thirty (30) days after invoice issuance, unless other payment terms are mutually agreed to. All periodic charges for any partial year under this Agreement and any applicable authorized SSA shall be prorated.

Invoices shall be submitted to:

McAlester Public Works  
 Authority  
 PO Box 578  
 McAlester, OK 74502

Attn: IT James Stanford

## 10.0 WARRANTIES

### 10.1 Xerox Warranties

Xerox warrants that all services will be provided in a good and workmanlike manner and in accordance with generally applicable industry standards. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10.1, Xerox DOES NOT MAKE AND DISCLAIMS ANY REPRESENTATIONS OR



WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

### **10.2 Disclaimed Warranties**

Xerox exercises no control over, and accepts no responsibility for, the content of the information passing through Xerox host computers, servers, network hubs and points of presence, or the Internet. As a convenience for Customer, Xerox shall perform regular daily backup of all Customer Data. Xerox shall use commercially reasonable efforts to recover any lost or corrupted data resulting from Xerox negligence. Should Xerox be unable to recover such lost or corrupted data, Xerox' responsibility and liability for the loss of Customer Data shall be limited to restoring the data to the last required daily back up. Further, Xerox and its suppliers are not liable for any temporary delay, outages or interruptions of the Services.

### **10.3 Customer Warranties**

Customer warrants, represent and covenants to Xerox that: (a) Customer will use the Services only for lawful purposes and in accordance with this Agreement; (b) all Customer content, including the Customer Data, does not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation or ordinance.

## **11.0 INDEMNIFICATION**

Xerox will protect, defend, indemnify, and save whole and harmless the Customer and all of its officers, agents, and employees from and against:

- (a) Any third party claim brought against Customer relating to the death or bodily injury, or the damage, loss or destruction of real or tangible personal property, to the extent caused by the tortious acts or omissions of Xerox, its employees, contractors or agents in connection with the performance of the Services;
- (b) Any third party claim brought against Customer relating to the willful or fraudulent misconduct of Xerox, its employees, contractors or agents in connection with the performance of the Services;
- (c) Any third party claim brought against Customer relating to an actual infringement of any United States patent, copyright, or any actual trade secret disclosure, by Xerox, its employees, contractors or agents in connection with the performance of the Services.

Xerox will have a right of contribution from Customer with respect to any claim to the extent Customer is responsible for contributing to the alleged injury.

## **12.0 LIMITATION OF LIABILITY**



### **12.1 Limit on Types of Damages Recoverable**

NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **12.2 Limit on Amount of Direct Damages Recoverable**

EACH PARTY'S TOTAL CUMULATIVE, AGGREGATE LIABILITY TO THE OTHER FOR ANY AND ALL ACTIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED AN AMOUNT EQUAL TO THE U.S. DOLLAR EQUIVALENT OF THE TOTAL AMOUNT OF SERVICES PURCHASED BY THE CUSTOMER PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE EITHER PARTY IS NOTIFIED BY THE OTHER OF ANY CLAIM. THIS LIMITATION WILL NOT APPLY TO ANY FEES OR CHARGES PAYABLE BY CUSTOMER UNDER THE AGREEMENT.

### **12.3 Force Majeure**

- (a) Neither Party will be liable for any failure or delay in the performance of its obligations under this Agreement, if any, to the extent such failure is caused, directly or indirectly, without fault by such Party, by: fire, flood, earthquake, elements of nature or acts of God; labor disruptions or strikes; acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action; or any other cause beyond the reasonable control of such Party. Events meeting the criteria set forth above are referred to collectively as "Force Majeure Events."
- (b) Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from any further performance or observance of the affected obligation(s) for as long as such circumstances prevail and such Party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within five (5) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay.

### **12.4 Actions of Other Party or Third Parties**

Neither Party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that Party's reasonable control and occurring without its fault or negligence, including, without limitation, failures caused by the other Party or by third party suppliers, subcontractors, and carriers. The Party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

## **13.0 TERMINATION**

### 13.1 Termination for Cause

- (a) Customer will have the option, but not the obligation, to terminate this Agreement for Cause for any material breach of the Agreement by Xerox that is not cured by Xerox within thirty (30) days of the date on which Xerox receives Customer's written notice of such breach, or if a cure cannot reasonably be fully completed within 30 days, a later date, provided Xerox has provided a plan acceptable to Customer for such cure. Customer will exercise its termination option by delivering to Xerox written notice of such termination identifying the scope of the termination and the termination date.
- (b) Xerox will have the option, but not the obligation, to terminate this Agreement if Customer fails to pay when due undisputed amounts owed to Xerox, and Customer fails to cure such failure within sixty (60) days after receipt from Xerox of written notice from Xerox.

### 13.2 Effect of Termination

Termination of this Agreement for any reason under this Section 13.0 will not affect (i) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination, or (ii) any damages or other remedies to which a Party may be entitled under this Agreement, at law or in equity, arising from any breaches of such liabilities or obligations.

## 14.0 APPLICABLE LAW, JURISDICTION, VENUE, AND REMEDIES

### 14.1 Applicable Law

All questions concerning the validity, interpretation and performance of this Agreement will be governed by and decided in accordance with the laws of the State of Oklahoma.

### 14.2 Jurisdiction and Venue

The Parties hereby submit and consent to the exclusive jurisdiction of any state or federal court located in State of Oklahoma and irrevocably agree that all actions or proceedings relating to this Agreement, will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of any such action or proceeding in such court.

### 14.3 Equitable Remedies

The Parties agree that in the event of any breach or threatened breach of any provision of this Agreement concerning (i) Confidential Information, or (ii) other matters for which equitable rights may be granted, money damages would be an inadequate remedy. Accordingly, such provisions may be enforced by the preliminary or permanent, mandatory or prohibitory injunction or other order of a court of competent jurisdiction.

## 15.0 MISCELLANEOUS



### **15.1 Customer Provided Resources and Technical Working Environment**

Customer shall provide Xerox resources with reasonable access to Customer facilities, as well as secure storage areas for materials, equipment and tools. Other specific resource needs may be identified following contract award and will be commensurate with the level of effort required under the Statement of Work.

### **15.2 Binding Nature and Assignment**

Neither Party may assign, voluntarily or by operation of law, any of its rights or obligations under this Agreement without the prior written consent of the other Party; provided, that either may assign its rights and obligations under this Agreement to an affiliate, or to an entity which acquires all or substantially all of the assets or voting stock of that Party if such Affiliate or entity can demonstrate to the reasonable satisfaction of the other Party that it has the ability to fulfill the obligations of the assigning Party under this Agreement (and in the case of assignment by Customer, such third party agrees to pay any charges imposed by third parties relating to such assignments). No assignment by a Party will relieve such Party of its rights and obligations under this Agreement. Subject to the foregoing, this Agreement will be binding on the Parties and their respective successors and assigns.

### **15.3 Amendment and Waiver**

No supplement, modification, amendment or waiver of this Agreement will be binding unless executed in writing by the Party against whom enforcement of such supplement, modification, amendment or waiver is sought. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar) nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

### **15.4 Further Assurances; Consents and Approvals**

Each Party will provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions. Whenever this Agreement requires or contemplates any action, consent or approval, such Party will act reasonably and in good faith and (unless the Agreement expressly allows exercise of a Party's sole discretion) will not unreasonably withhold or delay such action, consent or approval.

### **15.5 Severability**

Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.

### **15.6 Entire Agreement**

This Agreement, including the Exhibits thereto, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements,



understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.

### 15.7 Notices

Any notice, demand or other communication required or permitted to be given under this Agreement will be in writing and will be deemed delivered to a Party (i) when delivered by hand or courier, (ii) when sent by confirmed facsimile with a copy sent by another means specified in this Section 15.7, or (iii) six (6) days after the date of mailing if mailed by United States certified mail, return receipt requested, postage prepaid, in each case to the address of such Party set forth below (or at such other address as the Party may from time to time specify by notice delivered in the foregoing manner):

If to Customer, to:

McAlester Public Works Authority  
607 Village Blvd.  
McAlester, OK 74501

Attn: Brett Brewer

If to Xerox, to:

Xerox Government Systems, LLC.  
2900 100<sup>th</sup> Street, Suite 309  
Urbandale, IA 50322

Attn: Accounts Manager

### 15.8 Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, will survive expiration or termination of this Agreement.

### 15.9 Independent Contractors & Use of Subcontractors

Xerox will perform its obligations under this Agreement as an independent contractor of Customer. Nothing in this Agreement will be deemed to constitute Xerox and Customer as partners, joint ventures, or principal and agent. Xerox has no authority to represent Customer as to any matters, except as expressly authorized in this Agreement or in an authorized Supplemental Service Agreement. Xerox has the right to use, if appropriate, qualified third party vendors.

### 15.10 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.



IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

**McAlester Public Works Authority**

By: Steve Harrison

Name: Steve Harrison

Title: Mayor

Date: 08/13/14

**XEROX GOVERNMENT SYSTEMS, LLC**

By: [Signature]

Name: SAMMY KALASA

Title: V.P.

Date: 8/20/14



## **Exhibit A** **Statement of Work**

This Statement of Work describes the application hosting services that Xerox will provide to Customer in connection with this Agreement. Should additional services be required beyond or not defined in the scope of this Agreement, Customer and Xerox may enter into a Supplemental Services Agreement as further described in Section 4.0 of the Agreement, subject to required Customer approvals.

### **1.0 Application Software and Related Services**

A key element of this Statement of Work is to provide Customer during the term of the Agreement with licensed access to web version of FIREHOUSE Software Version 7 or above for use in the daily operation of their agency.

#### **1.1 FIREHOUSE Software Application**

Xerox will provide Customer with access to the Applications and modules set forth in Exhibit B during the term of the Agreement, including FIREHOUSE Software Web Version 7 or above. Pricing established in Exhibit B includes professional service to convert the existing customer FIREHOUSE Software data to the cloud environment.

#### **1.2 Key Assumptions Concerning Software**

- Xerox Software, subject matter experts and network services staff are available on a daily basis from 7:00 am to 7:00 pm (CST), Monday through Friday (except Xerox holidays) via a toll-free support number.
- Access to these applications will be provided during the Term of the Agreement, and via a browser based secure connectivity to a Xerox Data Center facility where all programs and data will be securely stored and accessible.
- All access to the Services shall be controlled by user names and passwords issued by Xerox to Customer from time to time upon request by Customer. Each user name and password will be unique to each staff member that Customer designates is authorized to access the Services. Customer is solely responsible for the security of the user names and passwords issued to Customer's staff members. Any access to the Services using such user names and passwords will be deemed access by Customer.
- All standard software upgrades will be provided to Customer at no additional charge during the term of the Agreement. Upgrades are implemented at Xerox' discretion in accordance with Xerox' standard general release schedule for upgrades.
- Subject to the clarification contained in the following sentence, Software will be modified for "mandated" State & Federal functional requirements that must be handled by or within the Xerox FIREHOUSE Software Application. These mandated modifications / enhancements will be provided by Xerox as long as they can reasonably be integrated into the base system architecture. At Xerox' discretion, if the requirements are such that they cause major

## A Xerox Solution

modification to either data structure or the systems base process flow architecture, then Xerox will inform the Customer of options, which may include additional cost, over and above the costs associated with this agreement.

- XEROX data center personnel will physically handle and coordinate all software upgrades for any Xerox directed base application enhancements or upgrades.
- In certain circumstances and/or to provide specific functionality, Xerox may utilize third party application software in conjunction with its own Xerox created software. In these instances, Xerox will inform the Customer of this third party relationship. Xerox will secure all necessary third party software licenses required to ensure proper and legal use by Customer during the Term in accordance with the Agreement.
- Unless otherwise specifically set forth in this Agreement, Xerox shall have no responsibility for the correctness, performance or underlying program code relating to third party software (not developed by Xerox) used in connection with the Services. However, the Xerox Account Manager, as part of this Agreement, will act as a liaison to the appropriate third party vendor/s when problems or concerns arise.

## **2.0 Hardware & Systems Accessibility**

### **Xerox Owned Equipment & Software**

- Customer understands that all software applications identified in Section 3 above will be hosted on Xerox-owned remote data center computers. Xerox will maintain a remote and highly secure data center where appropriate computer processing and wide-area network capabilities are located to serve Customer applications listed in this Agreement. Response times experienced by authorized users within Customer site will be maintained at commercially reasonable levels to accomplish the application and functional tasks set forth herein. Response time will be monitored and tuned by Xerox data center operations staff on Xerox controlled network links as needed. Xerox is not responsible for network performance on network segments outside of Xerox control.
- If specific hardware is provided to the customer to connect Customer Local Area Network to Xerox data center, it will be properly maintained by Xerox. Any maintenance or upgrade needed to this equipment, to meet the deliverables of this agreement, will be the responsibility of Xerox.
- Customer will provide a safe, secure, and adequate environment to house necessary Xerox owned equipment. Customer will inform Xerox if/when these items are damaged or not operating properly.
- Xerox will be responsible for the repair or replacement of Xerox owned equipment if/when it is deemed not operating properly. Xerox owned equipment that is deemed not operating properly, will be repaired or replaced within two (2) business days of Xerox being notified of failure.
- The following equipment and software, if any, will be provided to the Customer for use as part of this Agreement. The equipment and software will be owned by Xerox, but will be located at a Customer facility. Customer will be responsible for the risk of loss or damage to the equipment and software located at its facility for as long as such equipment and software is



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within its care, custody or control. Xerox will be responsible for providing standard manufacturer maintenance coverage for all equipment supplied as part of this paragraph. Xerox will also be responsible for all shipment costs (both at the time of installation and at the time of retrieval). Xerox will have no obligation to refresh the equipment or software in the absence of a contract amendment.

DESCRIPTION	MODEL	QUANTITY	MAINTENANCE
-------------	-------	----------	-------------

Not Applicable

#### Customer Owned Equipment

- All required hardware, communication infrastructure, and related software will be the responsibility of the Customer.
- Customer will be responsible for maintaining or renewing any hardware maintenance agreements for their own equipment and at their own discretion.
- It is understood and agreed by Xerox and Customer that the Xerox services and equipment will integrate and connect to Customer equipment and/or network backbone, as a part of Customer's internal infrastructure.
- During the term of this Agreement, any upgrades, changes or additions to Customer owned equipment, or network environment that affects the connectivity, with Xerox equipment or communication infrastructure, must be reviewed and approved by Xerox. These upgrades, if approved, will be at Customer's expense unless otherwise mutually decided. If the Customer changes inhibit Xerox ability to provide the services of this Agreement, Xerox will work with the Customer on a best effort basis to resolve the underlying technical issues. However, if through these efforts a correction is not available, the Customer will be responsible to restore their environment to previous levels of service delivery.
- During the term of this Agreement, any expenses for maintenance, replacement, or repair, of Customer owned equipment or software will be at expense of Customer.

### 3.0 Customer Data

- All data collected on tape or hard copy, or residing on Xerox data center computers supplied by Customer to be utilized by Xerox in the computer system data base to provide services herein, will remain the property of Customer, and no use will be made thereof beyond that listed in the Agreement, without written permission of Customer.
- Once per calendar year or upon expiration or termination of this Agreement, Xerox will upon written request of Customer return to Customer all Customer Data in a MS SQL Server database in MDF format. Any additional conversion of Customer Data to MS SQL Server database in MDF format shall be provided for the additional cost set forth in Exhibit B,



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Applicable Charges, under "Data Transfer." Any conversion of data for porting to other applications, including conversion to spreadsheet format, will not be provided under this Agreement.

- All Customer data located on Xerox computers in Xerox Data Center/s will be backed up routinely, professionally and daily and stored in secure off-site locations; retrievable by Xerox for Customer for any contingencies.
- Xerox shall be authorized to view and use all reports, data, or other material prepared by it for the Customer under this Agreement, but shall not disclose, nor permit disclosure of, any information designated by Customer as confidential, except authorized recipients as specifically and in writing designated by Customer.

#### **4.0 Professional Support Services**

- Xerox Software, subject matter expert and Network Services staff will be available daily from 7:00 am to 7:00 pm (CST), Monday through Friday (other than Xerox holidays) via toll free 800 support number. Call-back time from Xerox support will average at or under 1 hour.
- All monitoring of the Xerox Wide Area Network communications environment and continuous operations, Xerox remote data Center operations and security, and secure back-ups and remote storage of Customer Data will be responsibility of Xerox.
- There will be no on-site visits by Xerox staff on Customer locations. Should Customer request such visits for any reason, Xerox will be entitled to compensation for the hours worked (as well as reasonable travel time), as well as reimbursement for travel and living expenses. Services will be billable at the then current Xerox labor rate, but not initiated without the written consent of Customer.
- Troubleshooting, repair, and replacement of Xerox provided equipment listed in section 2.0 above. Note: The removal of Spyware, Adware, Data Mining, and other infections are outside the scope of these support services and may incur standard time/material support charges. Customer will not incur any additional charges without prior written approval.

#### **5.0 Customer Responsibilities**

While Xerox will provide the account management, staffing, and computer hardware and software resources to provide the required services, Customer agrees to provide the following resources to support this effort:

- Identify the Customer Contract Administrator who will be the main contact for the Xerox Account Manager, for all service delivery issues.
- Identify Customer personnel in each department that can be the key contacts for the Xerox support team with regard to the specific software applications and functions related to the Xerox services.



- Customer is responsible for and controls all security on its internal Local Area Network/s, central computing, and desktop computing environments.
- Customer is responsible for all support services (technical and user) on its owned and internal LAN, other WAN connections outside of Xerox WAN, Central Computing, and desktop computing environments.
- Customer will provide, and is responsible for, the internal infrastructure necessary to allow Xerox to establish secure electronic communications and access to and from the Xerox remote data center.
- Customer is responsible for all Customer owned or purchased equipment set-up and integration into their own desktop or network environment.
- Customer shall, at its sole expense, at all times during the term of this Agreement, protect Xerox owned materials and/or equipment, which are located on Customer site, from deterioration other than normal wear and tear. Customer shall not use the Xerox owned items located on Customer premises for any purposes other than those for which they were designed hereunder. Customer shall bear the risk of loss or damage from fire, the elements, theft or otherwise from the time of and after the delivery of the items to the Customer's delivery address.
- Customer will not move any Xerox owned items or permit them to be moved from the original installation address without Xerox' prior written consent. Upon the request of Xerox, Customer shall make the materials available to Xerox during regular business hours for inspection at the place where it is normally located and shall make Customer's records pertaining to the materials available to Xerox for inspection.
- Except where the Parties mutually agree to extend the term of the Agreement past the initial term or any successive renewal period, upon termination (by expiration or otherwise) of this Agreement, Customer shall, pursuant to Xerox' instructions and at Customer's expense, return the materials and any documentation or other tangible manifestation of the materials to Xerox in the same operating order, repair, condition and appearance as when received, except for normal wear and tear. Customer shall return the materials to Xerox at its address set forth herein or at such other address within the United States as directed by Xerox.
- Customer shall not, without the prior written consent of Xerox, affix or install any accessory, equipment or device to any Xerox owned items which are located on the Customer site, which may either impair the originally intended function or that cannot be readily removed without causing material damages. The Customer will not, without the prior written consent of Xerox and subject to such conditions as Xerox may impose for its protection, affix these items to any real property if, as a result thereof, such materials will become a permanent fixture under applicable law.



**Exhibit B**  
**Applicable Charges**

**1.0 Based Yearly Fee**

Customer shall pay Xerox an annual fee as outlined below for 5 years for services starting on 9/1/2014 and ending on 8/31/2019. Services will be invoiced in advance at the start of the service year, and payments are due on a net 30 day basis.

**Payment Schedule:**

	Yearly Fee
Year 1	\$1,899.00
Year 2	\$1,899.00
Year 3	\$1,899.00
Year 4	\$1,899.00
Year 5	\$1,899.00

**Modules and Concurrent Users**

The following Firehouse Modules and licenses will be available to the customer:

MODULES	Yes or No	# of Licenses
<b>Incident Module</b>	Yes	2
<b>EMS Module</b>	Yes	2
<b>Staff, Training and Certifications</b>	Yes	2
<b>Occupancy Management</b>	Yes	2
<b>Inventory Management</b>	Yes	2
<b>Hydrant Module</b>	Yes	2
<b>Staff Scheduling</b>	No	0
<b>Accounts Receivable</b>	No	0
<b>Sketch</b>	No	0
<b>Analytics</b>	No	0
<b>CAD Monitor – Vendor</b>	No	N/A
<b>VPN connection required for CAD data transfers</b>	No	N/A
<b>Local Data Transfer</b>	No	N/A
<b>Archived Database</b>	No	0



## 2.0 Other Xerox Services

Services provided to Customer by Xerox, that are beyond the scope of this Agreement, or are in addition to or supplemental to the scope of this Agreement, will be provided at the then current Xerox labor rate during the Term. The Xerox Account Manager will always obtain prior approval from Customer on the nature of the services, personnel assigned and estimated time and expenses to be incurred. All such services will be performed in accordance with a fully executed Supplemental Service Agreement.

### **Pricing Assumptions:**

- Except as otherwise set forth herein, travel, lodging, meals and incidental expenses for Xerox staff that are directly related to performing the specific deliverables of this Agreement will be the responsibility of Xerox.
- Any other "expenses" that fall outside the deliverables of this Agreement will be the responsibility of Customer. The Xerox Account Manager will establish an approval process by Customer prior to incurring the expense.

JAN 17 2013

## FACILITIES SPACE AGREEMENT



This agreement, made and entered into this 30<sup>th</sup> day of April, 2003, by and between **The City of McAlester** hereinafter referred to as "Licensor" and **Oklahoma Department of Environmental Quality, Air Quality Division** hereinafter referred to as "Licensee".

WITNESSETH:

Recognizing the benefits and importance of Oklahoma Department of Environmental Quality to Oklahoma and its citizens and in consideration of the mutual covenants and conditions herein set forth, the Licensor and Licensee agree as follows:

1. **Permit and Purposes:** Licensor hereby confers upon Licensee, its officers, agents, employees, and all persons under contract with Licensee, the non-exclusive privilege to use and occupy, at no cost, the following described owned real estate (the "Site"), to wit:

A parcel of land which will accommodate a 6'-by-8' portable metal building and a 6'-by-20' wooden platform. This land will be approximately 30' Northwest of the National Weather Service Rain Gauge. An 8' right-of-way to accommodate the lawn mowers will be maintained between the Licensee's platform & building and between them and all adjacent fences.

for the purposes of surveying, implementation, construction, installation, operation, maintenance, and repair of a station for monitoring Air Quality parameters.

Licensee's privilege to occupy and use said property includes the privilege of ingress and egress to the above described tract of land owned by Licensor, at reasonable times and for the purposes above stated.

2. **Licensee's Property:** Any and all machinery, equipment, fixtures and all other personal property ("Licensee's Equipment") installed by Licensee for this project shall remain the property of the Licensee.

3. **Commencement - Termination:** This agreement shall commence on the date hereof and shall continue thereafter for an indefinite period until terminated by either party upon thirty (30) days written notice to the other party. Upon termination, Licensee shall have an additional ninety (90) days to remove Licensee's equipment and shall return the premises to its original condition, reasonable wear and tear excepted.

4. **No Assignments or Subleases:** Licensee shall neither assign any rights under this Lease, nor sublet any portion of the premises.

5. **Liability for Damage and Maintenance of Station.** The parties intend that each shall be responsible for the intentional and negligent acts and omissions of themselves, their agents, and employees according to the law. Licensor shall not be responsible for any inspection, maintenance, replacement or repair of Licensee's Equipment.

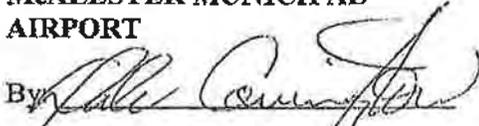
6. **Security:** Licensee covenants and agrees that only Licensee's authorized personnel shall be permitted to enter the Site on Licensee's behalf, and only in furtherance of a specific business purpose which avoids physical contact with the operating equipment of the other users. Licensee agrees that persons not in Licensee's employ will not enter the Site unless escorted by Licensee.

7. **Entire Agreement:** This License constitutes the entire agreement between Licensor and Licensee and supersedes any previous understandings or oral or written agreements between them respecting the within subject matter.

8. **Modifications:** This license may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

IN WITNESS THEREOF, the parties hereto bind themselves to this license as of the day and year first above written.

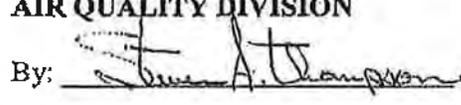
**CITY OF McALESTER  
McALESTER MUNICIPAL  
AIRPORT**

By: 

Printed: Dale Coungton

Title: Mayor / Chairman

**OKLAHOMA DEPARTMENT OF  
ENVIRONMENTAL QUALITY,  
AIR QUALITY DIVISION**

By: 

Printed: Steven A. Thompson

Title: Executive Director



STEVEN A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

BRAD HENRY  
Governor

April 23, 2003

City of McAlester  
McAlester Municipal Airport  
ATTN: Mr. Don Henderson  
P.O. Box 578  
McAlester, OK 74502

COPY

Subject: Facilities Space Agreement for Air Quality Monitoring Site

Dear Mr. Henderson:

Attached is a revised Facilities Space Agreement for the Air Quality Monitoring Site located at present in the Manager's Control Tower Building. Our primary purpose for requesting this relocation is the proposed renovation of the Control Tower Building. The new site location will be on a parcel of land northwest of the National Weather Service Rain Gauge enclosure.

Also attached is the current Facilities Space Agreement, dated 1/10/98, and our letter, dated 7/29/02, which first described our intentions to relocate. The revised Facilities Space Agreement is unchanged except for the site location description located in paragraph 1.

This agreement has already been signed by the our Executive Director. If agreeable, please have the city manager sign both copies of the enclosed agreement. Please return one of these copies to ODEQ.

Once again, we would like to express our appreciation to the City of McAlester and the McAlester Municipal Airport for their cooperation in this important project. The data obtained from this monitoring site has been very helpful in determining the impact and extent of industrial pollution from urban areas in adjacent states on rural southeastern Oklahoma.

Kent Stafford, Supervisor  
Monitoring Section  
Air Quality Division

KS:os

Enc.



U.S. Department of Transportation

FEDERAL AVIATION ADMINISTRATION  
Southwest Region  
Fort Worth, Texas 76193-0054

Lease No. DTFA07-97-L-01137  
Outer Marker, (OM) Site and  
Access Road  
McAlester Municipal Airport  
McAlester, Oklahoma

**LEASE**

**Between**

**CITY OF MCALESTER, OKLAHOMA**

**and**

**THE UNITED STATES OF AMERICA**

THIS LEASE, made and entered into this 22<sup>nd</sup> day of April, in the year 1997, by and between THE CITY OF MCALESTER, OKLAHOMA, whose address is: P. O. BOX 578, MCALESTER, OKLAHOMA 74502 for itself or its successors, and assigns, hereinafter referred to as the Lessor and the UNITED STATES OF AMERICA, hereinafter referred to as the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. PREMISES:

For the term beginning October 1, 1996, and ending September 30, 1997, the Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises, VIZ:

OUTER MARKER FACILITY PLOT

A tract of land located in the Southeast Quarter of Section 22, Township 4 North, Range 14 East, Pittsburg County, Oklahoma, more particularly described as follows:

Beginning at a point on the West line of above said Southeast Quarter, said point being 350 feet North of the Southwest corner of said Southeast Quarter; thence Easterly and parallel to the South line of said Southeast 1/4, a distance of 100 feet; thence Northerly and parallel to the West line of said Southeast 1/4, a distance of 100 feet; thence Westerly and parallel to the South line of said Southeast 1/4, a distance of 100 feet to a point on the West line of said Southeast 1/4; thence Southerly along the West line of said Southeast 1/4, a distance of 100

Lease DTFA07-97-L-01137  
Outer Marker, (OM) Site and  
Access Road  
McAlester Municipal Airport  
McAlester, Oklahoma

feet to the Point of Beginning, as more particularly described on Exhibit "A", drawing SW-D-8909-3, revised 3/8/84, attached hereto and made a part hereof.

### ACCESS ROAD RIGHT-OF-WAY

A tract of land located in the Southeast Quarter of Section 22, Township 4 North, Range 14 East, Pittsburg County, Oklahoma, more particularly described as follows:

Beginning at the Southwest corner of above said Southeast Quarter; thence Northerly along the West line of said Southeast 1/4, a distance of 350 feet; thence Easterly and parallel to the South line of said Southeast 1/4, a distance of 30 feet; thence Southerly and parallel to the West line of said Southeast 1/4, a distance of 350 feet to a point on the South line of said Southeast 1/4; thence Westerly along the South line of said Southeast 1/4, a distance of 30 feet to the Point of Beginning, as more particularly described on Exhibit "A", drawing SW-D-8909-3, revised 3/8/84, attached hereto and made a part hereof.

(a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the Lessor, and unless herein described otherwise, to be by routes reasonably determined to be the most convenient to the Government.

(b) And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.

(c) And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government, and may be removed upon the date of expiration or termination of this lease, or within ninety (90) days thereafter, by or on behalf of the Government, or its grantees, or purchasers of said alterations, fixtures, additions, structures, or signs.

## 2. RENEWAL OPTION:

This lease, at the option of the Government, may be renewed from year to year and otherwise upon the terms and conditions herein specified. The Government's options shall be deemed exercised and the lease renewed each year for one (1) year unless the Government gives thirty (30) days' notice that it will not exercise its options, before this lease or any renewal thereof expires; PROVIDED, that no renewal thereof shall extend the period of

Lease DTFA07-97-L-01137  
Outer Marker, (OM) Site and  
Access Road  
McAlester Municipal Airport  
McAlester, Oklahoma

occupancy of the premises beyond the 30th day of September 2006. This renewal is based on the lease obtained by the City of McAlester from the landowner. (See Article 3 of said lease, Exhibit "B," attached hereto and made a part hereof.)

3. RENT:

The Government shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation, and maintenance of the facility upon the premises hereby leased.

4. CANCELLATION:

The Government may terminate this lease at any time by giving at least 30 days' notice in writing to the Lessor. Said notice shall be sent by certified or registered mail.

5. NON-RESTORATION:

It is hereby agreed between the parties, that upon termination of its occupancy, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this lease. It is further agreed the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor. Notice of abandonment will be conveyed by the Government to the Lessor in writing.

6. INTERFERENCE WITH GOVERNMENT OPERATIONS:

The Lessor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature or allow to be installed any electronic equipment on the site or adjacent land owned by the Lessor that may interfere with the proper operation of the facilities installed by the Government under the terms of this lease without obtaining prior written consent from the Contracting Officer.

7. HAZARDOUS SUBSTANCE CONTAMINATION:

The Government agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of the Government's facilities. The Lessor agrees to remediate, at its sole cost, any and all other hazardous substance contamination found on the leased premises. The Lessor also agrees to save and hold the Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination

Lease DTFA07-97-L-01137  
Outer Marker, (OM) Site and  
Access Road  
McAlester Municipal Airport  
McAlester, Oklahoma

found on the leased premises not directly attributable to the installation, operation and/or maintenance of the Government's facilities.

8. QUIET ENJOYMENT:

The Lessor warrants that they have good and valid rights to the premises, and rights of ingress and egress, as shown on Exhibit "B" and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

9. OFFICIALS NOT TO BENEFIT:

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

10. COVENANT AGAINST CONTINGENT FEES:

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this lease upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this lease without liability or, in its discretion, to deduct from the lease consideration, or otherwise recover the full amount of the contingent fee.

11. PROTEST AND DISPUTES:

All contract disputes arising under or related to this contract or protests concerning awards of contracts shall be resolved under this clause, and through the Federal Aviation Administration (FAA) Dispute Resolution System. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. The decision of the FAA shall be considered a final agency decision only after a contractor or offeror has exhausted their administrative remedies for resolving a contract dispute under the FAA Dispute Resolution System. Protests must be filed with the Office of Dispute Resolution within five (5) calendar days of the date that the protester was aware, or should reasonably have been aware, of the agency action or inaction which forms the basis of the protest. Information relating to submitting a protest or dispute will be provided by the Contracting Officer, upon request.

12. LESSOR'S SUCCESSORS:

The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

Lease DTFA07-97-L-01137  
Outer Marker, (OM) Site and  
Access Road  
McAlester Municipal Airport  
McAlester, Oklahoma

13. FUNDING RESPONSIBILITY FOR GOVERNMENT FACILITIES:

The Lessor agrees that any relocation, replacement, or modification of any existing or future Government facilities covered by this lease during its term or any renewal thereof made necessary by airport improvements or changes in which the Government's opinion interfere with the technical and/or operational characteristics of the Government's facilities will be at the expense of the Lessor, except when such improvements or changes are made at the written request of the Government. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Lessor or the Government, funding responsibility shall be determined by the Government.

14. NOTICES:

All notices/correspondence shall be in writing, and shall be addressed as follows (or to such other address as either party may designate from time to time by notice or correspondence to the other):

TO LESSOR: City of McAlester, Oklahoma, P. O. Box 578, McAlester, Oklahoma 74502.

TO GOVERNMENT: Department of Transportation, Federal Aviation Administration, Property and Services Branch, ASW-54, Fort Worth, Texas 76193-0054.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date above written.

**CITY OF MCALESTER, OKLAHOMA**

BY: *Pale Cunningham*

TITLE: *Mayor*

**THE UNITED STATES OF AMERICA**

BY: *Sharon E. Wynn*

TITLE: *Contracting Officer*

Lease DTFA07-97-L-01137  
Outer Marker, (OM) Site and  
Access Road  
McAlester Municipal Airport  
McAlester, Oklahoma

CORPORATE CERTIFICATE

I, Bobbie Lamy, certify that I am the City Clerk  
of the Corporation named in the foregoing agreement, that Dale  
Covington, who signed the agreement on behalf of said corporation, was then  
Mayor thereof, that said agreement was duly signed for and in behalf  
of said corporation by authority of its governing body, and it within the scope of its corporate  
powers.

Dated this 22<sup>nd</sup> day of April, 1997.

Signed by Bobbie Lamy

CORPORATE SEAL

## RATIFICATION OF AIRPORT LEASE

WHEREAS, **IRENE C. CRABTREE**, executed an Airport Lease dated the 29<sup>th</sup> day of March, 2006, between the City of McAlester, a municipal corporation, and Irene C. Crabtree.

WHEREAS, **IRENE C. CRABTREE**, a widow, deeded said property to **JO ANN CRABTREE**, a single woman, by Warranty Deed (with Reservation of Life Estate), with said Warranty Deed being dated September 29<sup>th</sup>, 2006.

WHEREAS, **IRENE C. CRABTREE** became deceased on 11/29/2006, and with her death, the Life Estate reservation on said property was terminated. Said property is now held in the name of **JO ANN CRABTREE**, a single woman.

WITH THIS DOCUMENT, **JO ANN CRABTREE** wishes to ratify and join in the execution of said airport lease dated March 29, 2006, and agree and indemnify all terms of said lease.

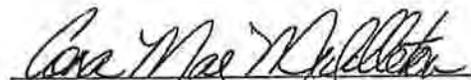
Agreed to and accepted this 6th day of November, 2009.

  
JO ANN CRABTREE

STATE OF OKLAHOMA:

COUNTY OF PITTSBURG:

Before me, the undersigned Notary Public in and for said County and State, on the 6th day of November, 2009, personally appeared **JO ANN CRABTREE**, a single woman, who executed the within and foregoing instrument, and acknowledged to me that they executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

  
NOTARY PUBLIC / #01000911

My Commission Expires:

02/23/12



## AIRPORT LEASE (Irene Crabtree)

(2006)

WHEREAS, Irene C. Crabtree is the owner of land in Pittsburg County, Oklahoma, and the City of McAlester, a municipal corporation, is desirous of leasing a portion of the same for the purpose of erecting and maintaining an outer marker facility as a component of an instrument landing system to be installed at the McAlester Municipal Airport, together with an easement for access to said tract; and,

WHEREAS, said parties have agreed upon an easement for said outer marker facility and a right-of-way for roadway across said land in favor of said City;

NOW, THEREFORE, it is agreed between Irene C. Crabtree and said City this 29<sup>th</sup> day of March, 2006.

1. Irene C. Crabtree, in consideration of the Agreement hereinafter made by said City, grants to said City an easement for said outer marker facility upon the following described property:

A tract of land located in the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section Twenty-Two (22), Township Four (4) North, Range Fourteen (14) East, in Pittsburg County, Oklahoma, more particularly described as follows:

Beginning at a point on the West line of above said southeast Quarter, said point being 350.0 feet North of the Southeast Corner of said Southeast Quarter, thence Easterly and parallel to the South line of said SE  $\frac{1}{4}$  a distance of 100.0 feet; thence Northerly and parallel to the West line of said South line of said SE  $\frac{1}{4}$  a distance of 100.0 feet to a point on the West line of said SE  $\frac{1}{4}$ ; thence Southerly along the West line of said SE  $\frac{1}{4}$  a distance of 100.0 feet to the point of beginning.

2. Irene C. Crabtree further grants right-of-way to said City for the purpose of ingress and egress and access to the property above described, said right-of-way being more particularly described as follows:

A tract of land located in the Southeast Quarter of Section Twenty-Two (22), Township Four (4) North Range Fourteen (14) East, in Pittsburg County, Oklahoma, more particularly describes as follows:

Beginning at the southwest corner of above said Southeast Quarter; thence Northerly along the West line of said SE  $\frac{1}{4}$ , a distance of 350.0 feet; thence Easterly and parallel to the South line of said SE  $\frac{1}{4}$ , a distance of 30.0 feet, thence Southerly and parallel to the West line of said SE  $\frac{1}{4}$ , a distance of 350.0 feet to a point on the South line of said SE  $\frac{1}{4}$ , thence Westerly along the South line of said SE  $\frac{1}{4}$ , a distance of 30.0 feet to the point of beginning.

3. Term. That the term of this lease and the easements herein granted shall be for a period of ten (10) years from this date. It is mutually agreed that the lessee (City of McAlester) shall have the option to extend this lease for a further term of ten (10) years from \_\_\_\_\_ January, 2115 to January \_\_\_\_\_, 2125 provided that lessee shall give to the lessor (Irene C. Crabtree) at least 30 days written notice of its election to take such extension at a rental rate as here in determined.
4. Rent. The rental payment in consideration of this Lease shall be (Five Hundred And Six Dollars, \$506.00), per year for the first five years of said term and shall increase fifteen percent (15%) thereafter, with the rental being (Five Hundred and Eighty-two Dollars, \$582.00) per year for the remaining five years of the term. The rental payments shall be made annually on or before October and thereafter on or before each succeeding anniversary date for the remainder of the term of the Lease.
5. It is agreed an understood by Irene C. Crabtree that this Lease may be assigned by the City of McAlester to the Federal Aviation Administration, provided, this Lease shall not be assigned or transferred to any other entity or person without prior written consent of said Irene C. Crabtree.

WHEREUNTO, we have affixed our hands and seals the date above first written.

Irene C. Crabtree  
Irene C. Crabtree

THE CITY OF MCALESTER

By: Don R. Lewis  
Don R. Lewis (Mayor)

ATTEST:

By: Cora Middleton  
Cora Middleton (City Clerk)

STATE OF OKLAHOMA    )  
  )    SS:  
PITTSBURG COUNTY    )

Before me, the undersigned, a Notary Public in and for said County and State, on this 30<sup>th</sup> day of February, 2005, personally appeared Irene C. Crabtree, to me know to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Karen Boatright  
Notary Public

My Commission Expires: \_\_\_\_\_



ORIGINAL

RECEIVED

OCT 15 2009

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500

1929  
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REN

**WARRANTY DEED**  
(With Reservation of Life Estate)

KNOW ALL MEN BY THESE PRESENTS: **157948**

That IRENE C. CRABTREE, a widow, of Route 1, Box 139, Kiowa, Oklahoma 74553, in consideration of sum of One and no/100 dollars (\$1.00) and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto JO ANN CRABTREE, a single woman, of Route 1, Box 139, Kiowa, Oklahoma 74553, the following described real property situated in Pittsburg County, State of Oklahoma, to-wit:

**TRACT I: East Half (E2) of Section 22, Township 4 North, Range 14 East, being 320 acres in Pittsburg County; and**

**TRACT II: Southwest Quarter of the Southwest Quarter (SW4 SW4) and Northeast Quarter of the Northwest Quarter (NE4 NW4) and Southwest Quarter of the Northwest Quarter (SW4 NW4) and West Half of the Northwest Quarter of the Southwest Quarter (W2 NW4 SW4) of Section 23, Township 4 North, Range 14 East, being 140 acres in Pittsburg County; and**

**TRACT III: South Half of the Northwest Quarter of the Northwest Quarter (S2 NW4 NW4) and the North Half of the Northwest Quarter of the Southwest Quarter (N2 NW4 SW4) and the Southeast Quarter (SE4) and the Northeast Quarter (NE4) and the South Half of the Northwest Quarter (S2 NW4) and the Northeast Quarter of the Northwest Quarter less the West Half of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter (NE4 NW4 less W2 NW4 NE4 NW4) in Section 27, Township 4 North, Range 14 East, being 475 acres in Pittsburg County.**

Less and accept the following property:

**SURFACE ONLY:**

S/2 NW; S/2 N/2 NW; NE NE NW; E/2 NW NE NW; N/2 NW SW;  
Section 27, Township 4 North, Range 14 East, reserving  
unto grantor all mineral interest no previously conveyed.

(Deed filed in book 603 page 244, Records of Pittsburg County Clerk)

Less and accept the following property:

The North Half of the Northeast Quarter of Section Twenty Two (22), Township Four (4) North, Range Fourteen (14) East of the Indian Base and Meridian in Pittsburg County, Oklahoma.  
(Deed filed in Book 385 page 136, Records of Pittsburg County Clerk)

together with all the improvements thereon and appurtenances thereunto appertaining, and warrant the title to the same,

AND THE SAID IRENE C. CRABTREE hereby expressly reserves to herself and her assigns, the full benefit and use of the above described premises, and all rents, issues and profits thereof, for an during her natural life.

8K  
0014758721

TO HAVE AND TO HOLD said described premises unto the Grantee, their heirs and assigns forever free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

SIGNED AND DELIVERED this 29 day of Sept., 2006.

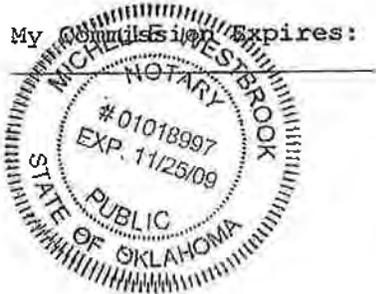
*Irene C. Crabtree*  
IRENE C. CRABTREE

STATE OF Oklahoma:  
COUNTY OF Pittsburg:ss

Before me, the undersigned Notary Public in and for said County and State, on the 29 day of SEPT. 2006, personally appeared IRENE C. CRABTREE, a widow, who executed the within and foregoing instrument, and acknowledged to me that they executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

*Michelle Westwood*  
NOTARY PUBLIC

My Commission Expires:



STATE OF OKLAHOMA  
PITTSBURG COUNTY  
FILED OR RECORDED

2006 OCT -2 P 4: 42

*KV*  
DEBBIE BURCH  
COUNTY CLERK



80014752722

STATE OF OKLAHOMA  
CERTIFICATE OF DEATH

355

LOCAL FILE NUMBER 355		STATE OF OKLAHOMA CERTIFICATE OF DEATH		1. DECEASED'S LEGAL NAME (First, Middle, Last, Suffix) OLIVE IRENE CRABTREE		2. SEX F		3. SOCIAL SECURITY NUMBER 448-18-5202		4. EVER IN US ARMED FORCES? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5a. AGE - Last Birthday (years) 86		5b. UNDER 1 YEAR Months: Days: Hours: Minutes:		6. DATE OF BIRTH 1/6/1920 (Mo/Day/Yr)		7. BIRTHPLACE (City and State or Foreign Country) ARDMORE, OKLAHOMA		8a. RESIDENCE-State OKLAHOMA		8b. RESIDENCE-County PITTSBURG			
8c. RESIDENCE-City or Town KIOWA		8d. RESIDENCE-Zip Code 74553-		8e. RESIDENCE-Inside City Limits? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		8f. RESIDENCE-Apartment Number		8g. RESIDENCE-Street and Number ROUTE 1 BOX 139		9. MARITAL STATUS AT TIME OF DEATH <input type="checkbox"/> Married <input type="checkbox"/> Never Married <input checked="" type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Married, but separated <input type="checkbox"/> Unknown			
11. FATHER'S NAME (First, Middle, Last) ALEX CHANEY		12. MOTHER'S NAME (First, Middle, Last) EULA ROLAND		10. SURVIVING SPOUSE'S NAME (If wife, give name prior to last marriage) NONE		13. DECEASED'S RACE (Check one or more races to indicate what the decedent considered himself or herself to be) <input checked="" type="checkbox"/> White <input type="checkbox"/> Black or African American <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian Indian <input type="checkbox"/> Chinese <input type="checkbox"/> Filipino <input type="checkbox"/> Japanese <input type="checkbox"/> Korean <input type="checkbox"/> Vietnamese <input type="checkbox"/> Other Asian (Specify) <input type="checkbox"/> Pacific Islander (Specify) <input type="checkbox"/> Other (Specify)		14. DECEASED'S EDUCATION (Check the box that best describes the highest degree or level of school completed at the time of death) <input type="checkbox"/> 8th grade or less <input type="checkbox"/> 9th - 12th grade, not diploma <input type="checkbox"/> High school graduate or GED completed <input type="checkbox"/> Some college credit but no degree <input checked="" type="checkbox"/> Associate degree (e.g. BA, AS) <input type="checkbox"/> Bachelor's degree (e.g. BA, BS) <input type="checkbox"/> Master's degree (e.g. MEd, MA, MS, MEng, MGSW, MBA) <input type="checkbox"/> Doctorate (e.g. PhD, EdD) or Professional degree (e.g. MD, JD)		15. DECEASED'S USUAL OCCUPATION (Indicate type of work done during most of working life. DO NOT USE RETIRED.) SELF-EMPLOYED TO ANN CRABTREE		16. KIND OF BUSINESS / INDUSTRY RANCHING	
17. DECEASED'S USUAL OCCUPATION (Indicate type of work done during most of working life. DO NOT USE RETIRED.) SELF-EMPLOYED TO ANN CRABTREE		17. KIND OF BUSINESS / INDUSTRY RANCHING		18. MAILING ADDRESS (Street and Number, City, State, Zip Code) ROUTE 1 BOX 139, KIOWA, OKLAHOMA 74553		19. RELATIONSHIP TO DECEASED DAUGHTER		20. METHOD OF DISPOSITION: <input type="checkbox"/> Burial <input type="checkbox"/> Cremation <input checked="" type="checkbox"/> Donation <input type="checkbox"/> Entombment <input checked="" type="checkbox"/> Removal from state <input type="checkbox"/> Other (Specify)		21. PLACE OF DISPOSITION (Name of cemetery, crematory, other place) MEDICAL EDUCATION & RESEARCH INSTITUTE			
22. NAME AND COMPLETE ADDRESS OF FUNERAL FACILITY BISHOP FUNERAL SERVICE P.O. BOX 3544 McALESTER, OKLAHOMA 74502		23. SIGNATURE OF FUNERAL HOME DIRECTOR OR FAMILY MEMBER ACTING AS SUCH <i>[Signature]</i>		24. FH ESTABLISHMENT LICENSE # 1159		25. PLACE OF DEATH (Check only one; see instructions) IF DEATH OCCURRED IN A HOSPITAL: <input type="checkbox"/> Inpatient <input type="checkbox"/> Emergency Room/Outpatient <input type="checkbox"/> Dead on Arrival IF DEATH OCCURRED OTHER THAN IN A HOSPITAL: <input type="checkbox"/> Hospice facility <input type="checkbox"/> Nursing home/long term care facility <input type="checkbox"/> Decedent's home <input type="checkbox"/> Other (Specify):		26. COUNTY OF DEATH PITTSBURG		27. CITY OR TOWN, STATE AND ZIP CODE OF LOCATION OF DEATH KIOWA, OKLAHOMA 74553			
28. FACILITY NAME (If not institution, give street & number) ROUTE 1 BOX 139		29. DATE OF DEATH 11/29/2006 (Mo/Day/Yr)		30. TIME OF DEATH 0645		31. WAS MEDICAL EXAMINER CONTACTED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		32. WAS AN AUTOPSY PERFORMED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		33. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
34. PART I. Enter the chain of events, diseases, injuries or complications - that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Enter only one cause on a line. Add additional lines if necessary. IMMEDIATE CAUSE (Final disease or condition resulting in death) Due to (or as a consequence of): a. Adult Failure to Thrive Due to (or as a consequence of): b. Chronic A-Fib Due to (or as a consequence of): c. Congestive Heart Failure Due to (or as a consequence of): d.		35. PART II. Enter other significant conditions contributing to death, but not resulting in the underlying cause given in PART I.		Approximate Interval: Interval to death 3 Months 10 yrs 5 yrs		36. MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Homicide <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Pending investigation <input type="checkbox"/> Could not be determined		37. IF FEMALE: <input checked="" type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Unknown if pregnant within the past year		38. DID TOBACCO USE CONTRIBUTE TO DEATH? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Probably <input checked="" type="checkbox"/> Unknown			
39. DATE OF INJURY		40. TIME OF INJURY		41. PLACE OF INJURY (e.g., Decedent's home; construction site; wooded area)		42. DESCRIBE HOW INJURY OCCURRED:		43. INJURY AT WORK? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		44. LOCATION OF INJURY: State: City or Town: Zip Code: Apartment Number:			
45. IF TRANSPORTATION INJURY, SPECIFY: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other (Specify):		46. CERTIFIER (check only one): <input checked="" type="checkbox"/> ATTENDING PHYSICIAN: Physician in charge of the patient's care <input type="checkbox"/> Physician in attendance at time of death only To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner as stated. <input type="checkbox"/> MEDICAL EXAMINER: On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, and due to the cause(s) and manner as stated. Signature of Certifier: <i>Norman McAlester MD</i>		47. NAME, ADDRESS AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH (Form 34) NORMAN McALESTER, M.D. 1 CLARK BASS BLVD. McALESTER, OKLAHOMA 74501		48. LICENSE NUMBER 20290		49. DATE DEATH CERTIFIED 12-2-06 (Mo/Day/Yr)		50. REGISTERED SIGNATURE (Local) <i>Reverne Caudell</i>		51. DATE RECEIVED BY LOCAL REGISTRAR 12-4-06 (Mo/Day/Yr)	
52. DATE RECEIVED BY STATE REGISTRAR		53. SIGNATURE OF REGISTRAR		54. SIGNATURE OF REGISTRAR		55. SIGNATURE OF REGISTRAR		56. SIGNATURE OF REGISTRAR		57. SIGNATURE OF REGISTRAR			

Name: \_\_\_\_\_ Physician: \_\_\_\_\_  
Date: \_\_\_\_\_

To be completed by the Attending Physician or Licensed Examiner. THIS IS A PERMANENT RECORD.

Note to the Attending Physician: Do not sign unless the death occurred due to a natural disease process. Unnatural deaths are the responsibility of the Medical Examiner.

STATE OF OKLAHOMA  
COUNTY OF PITTSBURG, SS:

I, CINDY ELLER, COURT CLERK WITHIN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THE ABOVE AND FORGOING IS A FULL, TRUE, AND CORRECT, AND COMPLETE COPY OF A CERTIFICATE OF DEATH RECEIVED BY ME TO BE MAILED TO THE STATE DEPARTMENT OF HEALTH, FOR PERMANENT FILING IN OKLAHOMA CITY, OKLAHOMA.

WITNESS MY HAND AS CLERK AND OFFICIAL SEAL AFFIXED THIS 4 DAY OF DECEMBER 2006.

CINDY ELLER, COURT CLERK

BY: *[Signature]*  
DEPUTY



**EMERGENCY MEDICAL TECHNICIAN  
BASIC, INTERMEDIATE & PARAMEDIC  
FIELD CLINICAL AGREEMENT**



**KIAMICHI TECHNOLOGY CENTER**

**AND**

**CITY OF MCALESTER**

**McAlester Fire Department EMS**

**EMERGENCY MEDICAL TECHNICIAN  
BASIC, INTERMEDIATE AND PARAMEDIC  
FIELD CLINICAL AGREEMENT**

This Agreement is made and entered into this 8th day of November, 2011, by and between **Kiamichi Technology Center** hereinafter referred to as "School" and the **City of McAlester** hereinafter referred to as the "Service".

**WHEREAS**, the School and the Service both acknowledge a public obligation to contribute to community health education,

**WHEREAS**, the School conducts clinical educational programs, and such programs require certain educational experiences and clinical practice in patient care available on the Service; and

**WHEREAS**, the Service has available clinical facilities to provide the EMT Paramedic Course certain educational experiences and clinical practice on the Service; and

**NOW THEREFORE**, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of mutual benefits to be derived therefrom, the parties hereto agree as follows:

**I. RESPONSIBILITIES AND PRIVILEGES OF THE SCHOOL**

- A. The EMT Students of the School will observe the policies, practices, procedures and regulations of the Service and comply with established standards in relation to the care and welfare of patients in the Service.
- B. The School will, in cooperative effort with the Service, arrange for the faculty to become familiar with Service policies, practices, procedures, regulations and facilities. This orientation is to be completed prior to clinical instruction.
- C. The School shall be responsible for the planning and implementation of the educational programs. The number of EMT students allowed to be present, at a given time, for their clinical experience on the Service will not exceed (1) one. Only those students that are signed up for that date and the hours noted on the student's schedule will be allowed to be present at the Service for clinical experience, unless approved by the supervisor on duty. The student schedule will be posted each week. The Service supervisor or designated preceptor will provide instruction and supervision of students while receiving clinical experience on the Service.

- D. The School shall be responsible for implementing and maintaining all students' records in conjunction with the education experience at the Service.
- E. The School shall specify appropriate student dress subject to Service approval, which distinguishes students from the Service's regular personnel.
- F. The School shall assign for clinical experience only those students who meet the health requirements of both the Service and the School, and whose academic records and preparation for clinical experience meet the School requirements. The School will provide adequate laboratory facilities for instruction and practice in basic techniques, with emphasis on adjustment to specific Service routine, prior to entrance into the Service for clinical experience.
- G. The students of the School shall be subject to the requirements and restrictions specified jointly by representatives of the School and the Service.
- H. The School shall provide and be responsible for educational materials not specifically provided by the Service.
- I. The School shall schedule meetings with the Medical Director, supervisors and other designated persons in the Hospital for the purpose of interpreting, discussing, and evaluating the clinical instruction program as needed.
- J. Students in training under this Agreement shall receive no wages, either from the School or the Service, and shall be considered volunteers on the Service, and must sign a liability release form provided by the Service (if required).
- K. The School warrants that this program will be conducted in accordance with all applicable governmental boards and bodies.
- L. School shall carry liability insurance on each student while the student is in training, naming the City of McAlester, OK as additional insured. The minimum limits for this coverage shall be \$125,000 per each claim; \$1,000,000 aggregate; and \$125,000 on behalf of the student. Certificates evidencing this coverage will be furnished to the Service on request. Nothing contained herein is intended to nor shall it be construed to waive any exemption from liability under the Oklahoma Governmental Tort Claims Act.

- M. The School and the Service offer equal opportunities for employment, enrollment, and job placement for students without regard to disability, religious beliefs, gender, race, age, national origin or ethnic background.
- N. School shall supply the students with all the necessary information pertaining to the hepatitis B virus and vaccine. School shall supply the students with all the necessary information pertaining to the hepatitis B virus and vaccine. School will not be responsible for providing the hepatitis vaccination but shall require each participating student to be inoculated with the hepatitis B vaccine unless otherwise exempted by Oklahoma or federal law. Students shall supply School with proof of inoculation. School shall keep appropriate records of vaccination on every student vaccinated. If a student does not take the vaccination because he or she is exempted by law, then the student shall execute a release form stating his or her refusal, and the school shall keep such release form on file. Said release shall release both School and Service from any liability to the student and hold harmless the School and Service from any liability to any third party for acts of the student. Further, those records kept by School referred to above shall be provided to Service upon request. Service retains the right to refuse training to any student under this agreement that it may deem to present an unreasonable risk to its employees or patients its employees treat. Upon making such determination, the Service will immediately notify the School and the student involved.
- O. The School shall assure that its students keep all verbal and written patient information confidential and do not copy, distribute or remove Hospital or patient records, procedure books and policy manuals from the Service premises.

## **II. RESPONSIBILITIES AND PRIVILEGES OF THE SERVICE**

- A. The Service will maintain standards, which make it eligible for approval as an Extended Campus for students enrolled in the EMT Paramedic Course.
- B. The Service will permit the students of the School to utilize Service facilities as agreed to in the plan for clinical instruction, subject to revision to meet the needs of the Service or the School.
- C. The Service will provide regular staffing in the areas of the Service where students are obtaining clinical experience. As part of the clinical experience, students will actively assist emergency medical technicians in the basic care

of patients, including but not limited to checking vital signs, splinting broken and fractured bones, and administering cardiopulmonary resuscitation, commonly known as CPR. Any service rendered by the student during this experience is to be considered in addition to planned patient care in that area. Additionally, to the extent possible, the Service shall obtain patient consent before permitting a student to treat and/or observe the patient. Provided, no service shall be rendered by any student to a patient, unless it shall be under the direct supervision of the Service's licensed paramedic with such paramedic being personally present at the time such service is rendered.

- D. The Service, through its Director, will designate a person to serve as a coordinator and liaison between the Service and the School. The staff of the Service will be provided with time to meet with the School for planning and implementation of the clinical experiences.
- E. The Service will provide the following physical facilities for the program of School during clinical experience sessions:
  - 1. Reasonable use of parking areas.
  - 2. Locker, rest room and dressing areas for students.
  - 3. Provisions for students to purchase meals while assigned to the Service, at prices offered to the Service's employees if agreed upon by the vendor.
- F. The Service will allow information access to the following materials and supplies for the students from the School.
  - 1. Patient run sheets.
  - 2. Procedure books and policy manuals, including amendments, deletions and revisions.
  - 3. Standard reference books, and dictionaries.
  - 4. Supplies and equipment, as used for patient care, for the purpose of demonstration and practice.
  - 5. Use of the Service Medical Library.
- G. The Service will permit its paramedical employees to participate in the education program as resource persons and clinical experts provided that such participation does not interfere with assigned duties.

**OBJECTIVE:**

It is desired that the EMT student perform assessments and assist in the management of emergency scenes and pre-hospital patients under the direct supervision of the preceptor according to related standing orders and protocols for field treatment.

**III. RESPONSIBILITIES OF BOTH PARTIES**

- A. Neither party shall provide transportation for students to and from the school and the Service, nor shall they provide meals to students without cost.
- B. The Students are responsible for their own payment of costs in the event of personal illness.
- C. Informing the students of, and assuring that they abide by, the existing rules and regulations of the Service and School.
- D. Informing the student of, and holding them accountable for, payment of cost for equipment and/or supplies that they damage through personal negligence.
- E. That the students are knowledgeable about and maintain high standards of conduct.

It is understood that the School may discontinue the assignment of any student at any time during the period of this Agreement. The Service may, at any time, recommend the discontinuance of the assignment of any student and the School shall comply with the Service's recommendation.

It is understood that this Agreement may be terminated by either party giving 30 days notice in writing to the other party by registered mail at the address set forth herein. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their respective courses. Notice may be given as follows:

***If to Service:***

McAlester Fire Department EMS  
PO Box 578  
McAlester, OK 74502

***If to School:***

Kiamichi Technology Center  
Attn: Superintendent  
P.O. Box 548  
Wilburton, OK 74578-0548

THIS AGREEMENT may be modified or revised at any time, by mutual written consent. The Agreement shall be effective on the 8th day of November, 2011, and shall be for a term of twelve (12) months, unless terminated by either party by written notice to the other party.

IN WITNESS WHEREOF, the School and the Service have caused this Agreement to be executed by their duly authorized officers the day and year written above.

KIAMICHI TECHNOLOGY CENTER:

CITY OF MCALESTER:

By: Eddie Coleman

By: [Signature]

Title: Superintendent

Title: [Signature]

Date: 14 Nov 2011

Date: 11/14/2011

THIS AGREEMENT may be modified or revised at any time, by mutual written consent. The Agreement shall be effective on the **8th** day of **November, 2011**, and shall be for a term of twelve (12) months, unless terminated by either party by written notice to the other party.

**IN WITNESS WHEREOF**, the School and the Service have caused this Agreement to be executed by their duly authorized officers the day and year written above.

KIAMICHI TECHNOLOGY CENTER:

CITY OF MCALESTER:

By: Eddie Coleman

By: [Signature]

Title: Superintendent

Title: [Signature]

Date: 14 Nov 2011

Date: 11/14/2011



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/8/2011

**PRODUCER**  
Oklahoma Schools Property Casualty Cooperative  
5030 N. May Ave, Box 106  
Oklahoma City, OK 73112

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
Kiamichi Technology Ctr.  
PO Box 543  
Willburton, Ok 74578

<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
INSURER A: Oklahoma Schools Property Casualty Cooperative	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	OSPCC 0022	07/01/2011	07/01/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 <b>Medical Malpractice</b> 1,000,000
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below <input type="checkbox"/> Y/N				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				
		<b>EDUCATORS LEGAL LIABILITY</b>	OSPCC 0022	07/01/2011	07/01/2012	\$1,000,000 PER OCCURRENCE

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Certificate Holder as Additional Insured in regards instructional activity with Kiamichi Technology Ctr.

**CERTIFICATE HOLDER**

McAlester Fire Department EMS  
P.O. Box 578  
McAlester, OK 74502  
  
Attn: Brett Brewer

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE *Steve Weser*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**AGREEMENT BETWEEN  
CITY OF MCALESTER  
AND  
ADVANCED DATA PROCESSING, INC., A SUBSIDIARY OF INTERMEDIX  
FOR  
AMBULANCE BILLING AND RELATED PROFESSIONAL SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 1<sup>st</sup> Day of April, 2014 (the "Effective Date") by and between City of McAlester, an Oklahoma Municipality, with principal offices located at 28 East Washington, McAlester, Oklahoma 74502. ("Client") and Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation, a Delaware Corporation with principal offices located at 6451 North Federal Highway, Suite 1000, Fort Lauderdale, Florida 33308 ("Intermedix").

**RECITALS**

WHEREAS, Client provides emergency and non-emergency medical services, including ambulance transport ("EMS"), for residents and visitors in its jurisdiction, and charges for such services; and

WHEREAS, Intermedix provides billing, collection and related consulting services and equipment for municipalities and other providers of EMS; and

WHEREAS, the parties hereto now wish to enter into an agreement, pursuant to which Intermedix will render the Services as hereinafter provided;

NOW THEREFORE, the parties hereto agree as follows:

**AGREEMENT**

1. **ENGAGEMENT OF INTERMEDIX.** During the Term of this Agreement, except for accounts referred to a collection agency as provided herein, Intermedix shall be exclusively responsible for the billing and collection of all charges and fees resulting from the delivery of EMS by Client, including but not limited to all charges and fees to private insurers, Medicare, Medicaid, other governmental programs, individual patients and their responsible parties (collectively, "Payors").
2. **SCOPE OF SERVICES.** Intermedix shall perform and carry out Services as specifically described in Exhibit A (the "Scope of Services"; collectively the Scope of Services and the SaaS Service (as defined in Section 3.01) are the "Services"), which is attached hereto and incorporated herein by this reference. Client reserves the right to request changes in the Scope of Services within Intermedix's capabilities, which changes shall be implemented upon mutual written agreement of the parties specifying such changes and any change in compensation attributable thereto.
3. **RIGHT TO USE SAAS SERVICE AND RESTRICTIONS.**

**3.01 Right to Use.** Subject to the terms and conditions of this Agreement, during the Term of this Agreement, Intermedix hereby grants to Client a limited, non-transferable, non-assignable right to access and use the following, without the right to sublicense: (i) Intermedix's proprietary billing system software (the "SaaS Service") as part of the Services provided hereunder, via Internet connection solely in support of the billing and collection with respect to the Client's EMS services; and (ii) any associated end-user documentation provided by Intermedix (the "Documentation") in support of Client's authorized access and use of the SaaS Service.

**3.02 User Restrictions.** Client shall not, and shall not permit others to, without the express written consent of Intermedix: (i) use, receive, reproduce, copy, market, sell, distribute, license, sublicense, lease, timeshare, or rent the SaaS Service, any other Service or any component thereof; (ii) modify, alter, translate or prepare derivative works based on the SaaS Service or Documentation is permitted; (iii) disassemble, decompile, decrypt or reverse engineer the SaaS Service or in any way attempt to discover or reproduce source code for the SaaS Service, or any portion thereof; or (iv) develop or license any third party programs, applications, tools or other products which interface or interact with the SaaS Service. Client agrees not to remove the copyright, trade secret or other proprietary protection legends or notices which appear on or in the SaaS Service, any other Service or the Documentation.

**3.03 Hosting of Application.** Intermedix shall establish and maintain a production version of the SaaS Service for Client's use, including any necessary physical links to the Internet via an Internet service provider or through a direct Internet connection. The SaaS Service shall reside on a server or cluster of servers which are physically located at Intermedix's place of business or at a third-party site. The SaaS Service may reside on a server or cluster of servers used for the applications of other Intermedix customers.

**3.04 Internet Access.** Client shall be responsible for providing its own Internet access necessary to provide the SaaS Service, and in no event shall Client be provided with direct access (by modem or otherwise) to the SaaS Service server, other than access that is available to third parties generally through the Internet. The parties acknowledge that, since the Internet is neither owned nor controlled by any one entity, Intermedix makes no guarantee that any given user will be able to access the SaaS Services at any given time. There are no assurances that access will be available at all times and uninterrupted, and Intermedix shall not be liable to Client for its inability to access the SaaS Service.

**3.05 Limitation of Access to SaaS Service.** Client's right to access and use the SaaS Service will vary depending upon the scope of the Services being provided by Intermedix. By way of example, if Intermedix is responsible for inputting Client's data, Client's access to the SaaS Service will not include the ability to input, delete, or otherwise change such data. Moreover, access to data shall be limited to the employees, representatives and agents of Intermedix and the authorized Users (as defined below) of Client. A complete and signed access form for each of Client's Users authorized to access the SaaS Services must be submitted to and approved by Intermedix. "User" means with respect to the SaaS Service or any other Intermedix product identified in an Exhibit: (i) any employee of Client or (ii) any medical professional who is authorized to perform medical services for Client within the applicable Client territory or jurisdiction as of the Effective Date. Client shall not permit the access or use of the SaaS Service

by a third party, other than Client's Users who have complied with the terms and conditions of this Agreement, whether to provide services for Client or otherwise, without Intermedix's prior written consent.

**3.06 Reporting.** Operational and financial data reports for Client will be available on the SaaS Services when the SaaS Service is available. The format and content of the data will be established and defined by Intermedix and such reports may be added, modified or deleted without notice to Client. Notwithstanding the foregoing, Client may request that specific, custom reports be made available to it at an additional charge to be negotiated between Intermedix and Client.

**3.07 Acknowledgement with Respect to Reports.** With respect to each report generated for Client as part of the SaaS Service, Client acknowledges and agrees: (i) such report represents a "snapshot" of a moment in time, and as such, the snapshot may not be accurate with respect to financial results on the whole; (ii) the underlying data may be subject to correction from time-to-time, which may change the results of the report or its interpretation; and (iii) the data represented in the report constitutes only a limited portion of all data available regarding Client's business. Accordingly, any particular report may not accurately represent the Client's then-current or future financial condition.

**3.08 Third Party Software.** The SaaS Service may incorporate software under a license to Intermedix from a third party ("Third Party Software"). If the licensor of any commercial off-the-shelf Third Party Software requires Client's agreement to the terms and conditions of such use through an End User License Agreement ("EULA"), Intermedix will provide such EULA to Client. In order to use the SaaS Service, Client agrees to be bound by all EULA(s) provided during the Term whether by hardcopy or displayed upon installation or use of the SaaS Service. Client's use of the SaaS Service subsequent to such notice(s) shall constitute Client's acceptance of the EULA(s). Client shall not use any Third Party Software embedded in, or provided in connection with the SaaS Service on a stand-alone basis or in any way other than as embedded in, provided in connection with, or for use with the SaaS Service and the applicable EULA.

**3.09 Intellectual Property.** Client agrees that the equipment, computer hardware and software, billing and collection processing, Services, SaaS Service and other related systems and equipment are the property and trade secrets of Intermedix, and that Client will not release any information regarding such Confidential Information (as such term is defined in Section 11.01) and/or trade secrets of Intermedix to any third party without the prior written consent of Intermedix. Client further agrees that, in connection with the use of certain data entry devices, Client may gain access to the intellectual property of third parties. Client understands and agrees that it may be required to enter into agreements with respect to such intellectual property in order to use such equipment. Client agrees to enter into such arrangements at Intermedix's request.

**3.10 Audit Rights.** From time to time and upon reasonable prior written notice, Intermedix may audit Client's use of the Services to help ensure that Client is in compliance with the terms and conditions of this Agreement, including, but not limited to, any payment terms. Any such audit will be conducted during regular business hours at the applicable facilities of Client. Client will identify and cooperate with Intermedix (or its representatives) to provide

Intermedix (or its representatives) with reasonable access to all relevant equipment, personnel and records.

#### **4. CLIENT RESPONSIBILITY.**

**4.01 . Generally.** Client is responsible for all activity occurring under its User accounts and shall abide by all applicable laws and regulations in connection with its use of the SaaS Service. Client will immediately (and in no greater than twenty four (24) hours from Client's knowledge of the following) notify Intermedix and use best efforts to cease any further of the following: (i) any unauthorized use of a password or account or any other known or suspected breach of security; (ii) any copying or distribution of any content or other intellectual property of Intermedix related to the Services that is known or suspected by Client or its Users; (iii) any use of false identity information to gain access to or use the SaaS Service or (iv) any loss or theft of a hardware device on which a User has access to the SaaS Service (each of subsections (i) through (iv) a "Security Breach Event"). To the extent that any Security Breach Event involves Protected Health Information (as defined below), and is subject to the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 110 Stat. 1936), including the privacy and security rules promulgated thereunder ("HIPAA"), as amended by the Health Information Technology for Clinical Health Act (Pub. L. No. 111-5, 123 Stat. 115) (the "HITECH Act"), Client shall comply with all applicable requirements under such laws, including any applicable breach notification requirements (i.e. notifications to affected individuals, the Department of Health and Human Services ("HHS"), and prominent media outlets) (the "HIPAA Notifications") triggered by the Security Breach Event. "Protected Health Information" means Individually Identifiable Health Information (defined at 45 C.F.R. § 164.501), transmitted or maintained in any form or medium, concerning individuals for whom the Client has performed EMS.

**4.02 Rights Following Notification.** Upon Intermedix's receipt of notification given by the Client of a Security Breach Event, Intermedix shall have the right to immediately, without notice to Client, suspend Client's access to the SaaS Service until such time as the Security Breach Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the SaaS Services, (ii) any other intellectual property rights of Intermedix or its affiliates or (iii) the personal data or Protected Health Information gathered by Client in the performance of EMS by the Client. To the extent that a Security Breach Event requires Client to provide HIPAA Notifications, any such notifications shall not include a reference to Intermedix or any of its affiliates unless such a reference is specifically required by HIPAA or other applicable law. Further, if Client intends to reference Intermedix in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, Client shall provide Intermedix written notice of its intent to do so no later than ten (10) days prior to Client's provision of each required HIPAA Notification (i.e. no later than ten (10) days prior to Client's provision of notifications to affected individuals, HHS, and/or prominent media outlets, as applicable).

**4.03 Security.** Client acknowledges that it is solely responsible for providing security software, including without limitation, firewalls and similar applications, to prevent unauthorized access to its computer systems, including malware prevention software on User's computers. Client is responsible for requiring its Users to use a password to access the SaaS Services in compliance with the SaaS Security Characteristics. The "SaaS Security Characteristics" means a

password to access the SaaS Services, which must be at least eight (8) characters in length, and contain three (3) of four (4) of the following characteristics: lowercase letter, uppercase letter, special character or a number. Intermedix shall use commercially reasonable efforts to maintain the security of the SaaS Services, but shall not be responsible for the Client's loss or dissemination of passwords or other breaches beyond Intermedix's reasonable control.

## 5. COMPENSATION AND METHOD OF PAYMENT.

5.01 Fees. Intermedix shall be paid by Client a monthly amount representing fees for the Services provided by Intermedix hereunder, computed as follows:

(a) Six and a three-quarter percent (6.75%) of all monies collected by Intermedix for EMS provided by Client less refunds ("Net Collections"), plus

(b) all amounts set forth in any Addendum attached hereto; plus

Intermedix reserves the right to increase these fees upon thirty (30) days written notice to Client if postage is increased by the United States Postal Service, but only in an amount necessary to cover additional postage costs. Such increase shall not require agreement or consent by Client.

5.02 Intermedix shall submit the monthly invoices for fees for the Services to P.O. Box 578, McAlester, Oklahoma, 74502 ATTN: Carol Janisch. Client shall pay the amount invoiced within thirty (30) days of receipt of such invoice. In the event Client disputes any part of the invoiced amounts, such dispute shall be raised in writing to Intermedix within such thirty (30) day period or the invoice shall conclusively be deemed to be accurate and correct. Intermedix shall respond to any such notice of dispute within thirty (30) days of receipt thereof. Any overdue amounts which are not the subject of a good faith notice of dispute shall accrue interest at the rate of twelve percent (12%) per annum.

5.03 Bank Accounts. Client agrees that it will be solely responsible for the cost and maintenance of any and all of Client's bank accounts, lock-box and/or remote deposit services. Client, should it elect to participate in any credit card acceptance program, agrees to assume and be responsible for all costs associated with such program.

5.04 Taxes. All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding and other taxes and duties. Client shall promptly pay all taxes and duties assessed in connection with any such amounts, this Agreement and its performance by any authority within or outside of the U.S., except for taxes payable on Intermedix's net income.

## 6. COLLECTION EFFORTS.

6.01 Alternative Collection Arrangements. Intermedix will have the right, on Client's behalf, in its sole and complete discretion, to enter into an alternative collection arrangement with respect to any patient encounter performed by the Client if: (i) the total payments are for at least 80 percent of the amount of the bill and the length of the payments do not exceed 18 months; (ii) an insurance company offers at least 70% of the total amount billed with a stipulation that the insured not be billed for the balance; or (iii) Intermedix is able to make

arrangements for the payment of patient account that provide a substantially similar economic benefit to Client, as Intermedix determines in its sole and complete discretion.

**6.02 Scope of Collection Efforts.** If reasonable efforts have been made to collect a patient account of Client and such efforts have not been successful, Intermedix shall have the right to terminate collection efforts and close the account as an unpaid debt. As used herein "reasonable efforts" shall be defined to mean at least one hundred twenty (120) days of active collection efforts in the ordinary course of business. In addition, Intermedix may terminate or suspend collection efforts in the event that Client has supplied Intermedix with materially incomplete or inaccurate billing and/or patient information. Absent contrary instructions from Client with respect to any patient encounter, the accounts that Intermedix has deemed to be uncollectible may be forwarded to a third-party collection agency for further collection effort.

**6.03 Administrative Fee/Third Party Collection Costs.** Intermedix will invoice Client, and Client agrees to pay in accordance with the terms and conditions of this Agreement, three percent (3.0%) of collected amounts on accounts directly sent by an Intermedix selected third party collection agency as an administration fee. Client will be directly liable for all fees of third party collection agency.

**6.04 Excluded Persons.** If any refunds of patient accounts of Client are required to be refunded to or offset by any government and commercial payor as a result of Client's violation of its obligations set forth in Exhibit A (Scope of Services), Section B.9. (an "Excluded Person Refund"), Intermedix shall not be required to refund to Client any commissions or fees earned or previously paid to Intermedix as a result of its collection of such Excluded Person Refund or otherwise include such Excluded Person Refunds in its calculation of Net Collections as set forth herein.

**7. SYSTEM SUPPORT.** Support and training of Client's Users will be provided subject to and in accordance with the terms of the Scope of Services.

**8. INDEPENDENT CONTRACTORS.** Intermedix is an independent contractor of Client and not an employee or agent of Client; provided, however, to the extent necessary to fulfill its billing and collection efforts under this Agreement, Intermedix is authorized to sign *in an administrative capacity* for Client the following types of standard forms and correspondence only: probate filings; letters to patients or their representatives verifying that an account is paid in full; forms verifying the tax-exempt status of Client; and insurance filings and related forms. Intermedix has no authority to sign any document that imposes any additional liability on Client. Intermedix shall retain full control over the employment, direction, compensation and discharge of all persons assisting in the performance of the Services. Intermedix shall be fully responsible for all matters relating to payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Each party shall be responsible for its own acts and those of its agents and employees during the Term of this Agreement.

**9. LIMITATION ON LIABILITY.** INTERMEDIX'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT WITH RESPECT TO THE SAAS SERVICES, EQUIPMENT OR OTHER SERVICES DELIVERED UNDER THIS AGREEMENT WILL BE

LIMITED TO THE TOTAL FEES PAID (LESS ANY REFUNDS OR CREDITS) BY CLIENT TO INTERMEDIX PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT WILL INTERMEDIX BE LIABLE TO CLIENT UNDER, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT INTERMEDIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE A CONDITION AND MATERIAL CONSIDERATION FOR THEIR ENTRY INTO THIS AGREEMENT.

**10. INSURANCE.** Intermedix shall procure and maintain for the duration of the Agreement, the following insurance coverage: (i) workers' compensation insurance in compliance with the applicable state and federal laws; (ii) general liability insurance in an amount no less than \$1,000,000 per occurrence; (iii) coverage for business interruption, destruction of data processing equipment and media, liabilities affecting accounts receivable, and valuable documents in an amount no less than \$100,000 aggregate; and (iv) liability coverage for all vehicles whether owned, hired or used in the amount of \$500,000.

## **11. CONFIDENTIALITY AND HIPAA BUSINESS ASSOCIATE OBLIGATIONS.**

**11.01 Confidential Information.** Each party (the "Discloser") may disclose to the other party (the "Recipient") certain non-public information relating to the Discloser's business, including technical, marketing, financial, personnel, planning, medical records and other information that is marked confidential or which the Recipient should reasonably know to be confidential given the nature of the information and the circumstance of disclosure ("Confidential Information"). Confidential Information of each party shall also include the terms of this Agreement, but not the existence and general nature of this Agreement. Confidential Information will not include any information: (i) lawfully obtained or created by the Recipient independently of, and without use of, Discloser's Confidential Information and without breach of any obligation of confidence or violation of HIPAA or the HITECH Act; or (ii) that is in or enters the public domain without breach of any obligation of confidence. Client shall be responsible for any breach by any of its Users, employees or agents of any of the confidentiality obligations set forth herein.

**11.02 Use and Disclosure.** Except as expressly permitted by this Agreement or the BA Agreement (as applicable) and subject to applicable law, the Recipient will:

(a) not disclose Discloser's Confidential Information except: (i) to the employees or contractors of the Recipient to the extent that they need to know that Confidential Information for the purpose of performing the Recipient's obligations under this Agreement, and who are bound by confidentiality terms with respect to that Confidential Information no less restrictive than those contained in this Section 11.02; or (ii) as required to be disclosed by law, to the extent required to comply with that legal obligation, provided that the Recipient will promptly notify the Discloser of such obligation;

(b) use the Discloser's Confidential Information only for the purpose of performing Recipient's obligations under this Agreement;

(c) use all reasonable care in handling and securing the Discloser's Confidential Information, and employ all reasonable data security measures that the Recipient ordinarily uses with respect to its own proprietary information of similar nature and importance; and

(d) use and disclose Confidential Information that contains Protected Health Information in accordance with the terms of the Business Associate Agreement attached hereto as Exhibit B (the "BA Agreement"), if applicable.

**11.03 Return of Confidential Information.** Subject to Intermedix's internal data retention policies and applicable law, the Recipient will return to the Discloser, and destroy or erase all of the Disclosure Confidential Information in tangible form, upon the expiration or termination of this Agreement, and the Recipient will promptly certify in writing to the Discloser that it has done so.

**11.04 HIPAA Business Associate Exhibit/Changes In HIPAA.** Each party agrees to the obligations set forth in the BA Agreement attached hereto as Exhibit B (the "BA Agreement"). Such BA Agreement constitutes the complete and exclusive agreement between the parties with respect to Intermedix's obligations regarding Protected Health Information, superseding and replacing any and all prior agreements, communications, representations, and understandings (both written and oral) regarding such subject matter; provided, however, that in the event of any additions, modifications or amendments to any statute or regulation including HIPAA or future federal regulations adopted pursuant thereto, then Intermedix and Client shall promptly enter into negotiations to revise the BA Agreement to reflect such changes. Upon the execution by the parties of a revised BA Agreement (a "Revised BA Agreement"), such Revised BA Agreement will supersede the current BA Agreement in its entirety and such current BA Agreement will no longer be of any force or effect.

**11.05 Right to Injunctive Relief.** The parties expressly acknowledge and agree that the breach, or threatened breach, by a party of any provision of this Article XI may cause the other party to be irreparably harmed and that the harmed party may not have an adequate remedy at law. Therefore, the parties agree that upon such breach, or threatened breach, the harmed party will be entitled to seek injunctive relief to prevent the other party from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to either party at law or in equity.

**12. NON-SOLICITATION.** For the Term of this Agreement and for one (1) year after its termination, Client shall not employ or hire any employee or former employee of Intermedix who, pursuant to this Agreement, has had any contact with employees or representatives of Client or has worked on Client's accounts, without the prior written consent of Intermedix.

**13. ATTACHMENTS.** The following named attachments are made an integral part of this Agreement:

- (a) Scope of Services (Exhibit A attached hereto and made a part hereof);
- (b) Business Associate Agreement (Exhibit B attached hereto and made a part hereof);
- (c) Optional Services (Exhibit C attached hereto and made a part hereof); and
- (d) Addendum to Service Agreement – TripTix® Program (Exhibit D attached hereto and made a part thereto).

**14. TERM AND TERMINATION.**

**14.01 Term.** This Agreement shall be effective for a period, commencing April 01, thru June 30, 2015, unless terminated as provided in Section 14.02 below (the “Initial Term”). Following the expiration of the Initial Term, subject to the payment of all fees due hereunder, this Agreement shall renew for successive, automatically renewable one (1) year periods (“Renewal Terms”; collectively, the Initial Term together with any Renewal Terms are the “Term”), unless either party provides the other party with written notice of termination of this Agreement as provided in Section 14.02 below. Additionally, both parties acknowledge and agree that they have entered and operated under the terms of the prior agreement (entered into on August 31, 2009 with an effective date of October 1, 2009) for a renewal term from October 1, 2010 through March 31, 2014. All terms and conditions hereof shall remain in full force and effect during the Term unless this Agreement is amended in a writing executed by each Party hereto.

**14.02 Events Triggering Termination.** This Agreement shall be subject to termination under the following conditions.

- (a) Following the Effective Date of this Agreement, either Client or Intermedix may terminate this Agreement without cause upon three (3) months prior written notice to the other party.
- (b) If Intermedix fails to materially perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Client specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.
- (c) If Client fails to materially perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Intermedix specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.
- (d) If Client or Intermedix shall: (i) apply for or consent to the appointment of a petition in bankruptcy; (ii) make a general assignment for the benefit of creditors; (iii) file a petition or answer seeking reorganization or arrangement with creditors; or (iv) take advantage

of any insolvency, or if any order, judgment, or decree shall be entered by any court of competent jurisdiction on the application of a creditor or otherwise adjudicating either party bankrupt or approving a petition seeking reorganization of either party or appointment of a receiver, trustee or liquidator of either party or all or a substantial part of its assets (subsections (i) through (iv), each a "Bankruptcy Event"), this Agreement shall terminate automatically and immediately upon written notice from the other party to the party who has incurred a Bankruptcy Event.

**14.03 Rights Upon Termination.** If this Agreement is terminated for any reason, including, without limitation, the breach of this Agreement by any party, Intermedix shall be entitled to recover when due and payable hereunder, all amounts owed to Intermedix hereunder accrued but unpaid as of the date of termination. Following termination of this Agreement, for a period of six (6) months (the "Transition Period"), Intermedix, at its sole discretion and upon written notice to Client of its election to do so, may continue its billing and collection efforts as to those accounts referred to Intermedix prior to the effective date of termination, subject to the terms and conditions of this Agreement, for the fee set forth in Article 5 above. At the end of the Transition Period, Intermedix shall return all records to Client in a commercially standard format on a commercially standard media as determined by Intermedix in its sole discretion; provided, however, that Intermedix may keep any copies of records in accordance with applicable law. The expiration or termination of this Agreement, for whatever reason, will not discharge or relieve either party from any obligation which accrued prior to such expiration or termination, will not relieve either party that has breached this Agreement from liability for damages resulting from such breach and will not destroy or diminish the binding force and effect of any of the provisions of this Agreement that expressly, or by reasonable implication, come into or continue in effect on or after expiration or termination hereof.

**15. FORCE MAJEURE.** Except for Client's obligation to pay, when due, the fees and compensation owed to Intermedix pursuant to the terms and conditions of this Agreement, neither Client nor Intermedix shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to a Force Majeure Event (as defined below), the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Force Majeure Event" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party and includes, but is not limited to fire, flood, earthquakes, storms, lightning, natural disaster, epidemic, war, riot, civil disturbance, sabotage, terrorism and governmental actions. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

**16. GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the Client is located, exclusive of its rules governing choice of law and conflict of laws.

**17. GENERAL WARRANTIES AND DISCLAIMERS.**

17.01 Corporate Authority. Each party warrants that it is a duly organized and validly existing corporation and has complete and unrestricted corporate power and authority to enter into this Agreement.

17.02 Disclaimer. THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. NO REPRESENTATIVE OF INTERMEDIX SHALL HAVE THE RIGHT TO MAKE WARRANTIES ON INTERMEDIX'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF INTERMEDIX.

18. **EXPORT LAWS.** Client shall comply with all then current export laws and regulations of the U.S. Government and the government of the country in which Client receives access to the Services.

19. **ASSIGNMENT OF AGREEMENT.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party shall assign this Agreement without the express written consent of the other party, and such consent shall not be unreasonably withheld. Notwithstanding the foregoing sentence, Intermedix may, upon notice to Client, assign this Agreement to any affiliate or any entity resulting from the sale, combination or transfer of all or substantially all of the assets or capital stock, or from any other corporate form of reorganization by or of Intermedix. Intermedix may subcontract any of its obligations under this Agreement, and may perform those obligations through personnel employed by or under contract with Intermedix.

20. **NOTICES.** Any notice directed to the parties' legal rights and remedies under this Agreement will be provided in writing and will reference this Agreement. Such notices will be deemed given if sent by: (i) facsimile, when complete transmission to the recipient is confirmed by the sender's facsimile machine; (ii) postage prepaid registered or certified U.S. Post mail, then five (5) working days after sending; or (iii) commercial courier, then at the time of receipt confirmed by the recipient to the courier on delivery. All notices to a party will be sent to its address set forth below, or to such other address as may be designated by that party by notice to the other party in accordance with this Section:

To City: City of McAlester  
Attn: Carol Janisch  
P. O. Box 578  
McAlester, OK 74502

To Intermedix: Intermedix Corporation  
Attn: Brad Williams  
Vice President & Chief Accounting Officer  
6451 North Federal Highway, Suite 1000  
Fort Lauderdale, Florida 33308

21. **SEVERABILITY.** If all or a part of a provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this Agreement will not be affected.

22. **ENTIRE AGREEMENT.** This Agreement, including exhibits, attachments and written terms incorporated by reference, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. Pre-printed terms and conditions on or attached to any Client purchase orders or other business forms shall be of no force or effect, even if Intermedix acknowledges or accepts them.

23. **AMENDMENT/WAIVER.** This Agreement may be modified, or any rights under it waived, only by a written document executed by both parties. Any failure of a party to exercise or enforce any of its rights under this Agreement will not act as a waiver of such rights.

24. **ATTORNEYS FEES.** Should either party institute any action or procedure to enforce this Agreement or any provision hereof, or for damages by reason of any alleged breach of this Agreement or of any provision hereof, or for a declaration of rights hereunder (including, without limitation, arbitration), the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such action or proceeding.

25. **CONSTRUCTION OF AGREEMENT.** This Agreement has been negotiated by the parties and its provisions will not be presumptively construed for or against the other party. The headings and Section titles in this Agreement are for convenience only, and will not affect the construction or interpretation of this Agreement.

26. **NO THIRD PARTY BENEFICIARIES.** Except as expressly provided in this Agreement, nothing in this Agreement shall confer upon any person other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.

27. **COUNTERPARTS.** The parties may execute this Agreement in one or more counterparts, each of which shall be an original, and which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives as of the Effective Date.

<b>ADVANCED DATA PROCESSING, INC., a subsidiary of INTERMEDIX CORPORATION, a DELAWARE CORPORATION</b>	<b>CITY OF MCALESTER, AN OKLAHOMA MUNICIPALITY</b>
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By: \_\_\_\_\_

Name: Doug Shamon

Title: President

By: Steve Harrison

Name: Steve Harrison

Title: Mayor

**Exhibit A**  
**Scope of Services**

***Base Services and Obligations:***

- A. Intermedix shall provide revenue cycle management services for Client as described below. Intermedix shall, during the Term:

Prepare and submit initial claims and bills for Client promptly upon receipt thereof, and prepare and submit secondary claims and bills promptly after identification of the need to submit a secondary claim.

Assist Client in identifying necessary documentation in order to process and bill the accounts.

Direct payments to a lockbox or bank account designated by Client, to which Client alone will have signature authority.

Pursue appeals of denials, partial denials and rejections when deemed appropriate by Intermedix.

Respond to and follow up with Payors and respond to messages or inquiries from a Payor.

Provide appropriate storage and data back-up for records pertaining to Client's bills and collections hereunder, accessible to Client at reasonable times.

Maintain records of services performed and financial transactions.

Meet, as needed, with representatives of Client to discuss results, problems and recommendations.

Provide any Client-designated collection agency with the data necessary for collection services to be performed when an account is referred to such agency.

Support the provider in filing and maintaining required documentation and agreements with Payors (e.g., Medicare, Medicaid, Champus, etc.). However, Provider shall remain responsible for all required documentation.

Provide reasonably necessary training periodically, as requested by Client, to Client's emergency medical personnel regarding the gathering of the necessary information and proper completion of run reports.

Utilize up-to-date knowledge and information with regard to coding requirements and standards, to comply with applicable federal, state and local regulations.

Provide a designated liaison for Client, patient and other Payor concerns.

Provide a toll free telephone number for patients and other Payors to be answered as designated by Client.

Facilitate proper security of confidential information and proper shredding of disposed materials containing such information.

Establish arrangements with hospitals to obtain/verify patient insurance and contact information.

Respond to any Client, Payor or patient inquiry or questions promptly.

Maintain appropriate accounting procedures for reconciling deposits, receivables, billings, patient accounts, adjustments and refunds.

Provide reasonable access to Client for requested information in order for Client to perform appropriate and periodic audits. Reasonable notice will be given to Intermedix for any planned audit and will be conducted during normal business hours of Intermedix, all at the Client's expense.

Provide timely reports facilitating required aspects of monitoring, evaluating, auditing and managing the Services provided.

Process refund requests and provide Client with documentation substantiating each refund requested.

Intermedix acknowledges its obligations as Client's Business Associate under the requirements of the Identity Theft Red Flag Rules promulgated under the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules") found in 16 C.F.R. Part 681. Intermedix will ensure that its activities for Client are conducted in accordance with reasonable policies and procedures designed to help detect, prevent and mitigate the risk of identity theft. Intermedix will use reasonable efforts to help ensure that any agent or third party who performs services on Intermedix's behalf in connection with this Agreement, including subcontractors, also agrees to implement reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Intermedix will promptly alert Client of any red flag incident involving Client's data or that of Client Patients in Intermedix's possession of which we become aware, and the steps that are being taken to mitigate any potential security compromise.

Assign patient account numbers providing cross-reference to Client's assigned transport/dispatch numbers.

Maintain responsibility for obtaining missing or incomplete insurance information.

Provide accurate coding of medical claims based on information provided by Client.

Negotiate and arrange modified payment schedules for individuals unable to pay full amount when billed.

Retain accounts for a minimum of twelve (12) months (unless otherwise specified by mutual agreement) and after six (6) months turn over accounts for which no collection has been made (unless insurance payment is pending) to an agency designated by Client. Notwithstanding the foregoing, no account shall be turned over for collection without Client's consent.

Permit real-time read only electronic look-up access by Client to Intermedix's SaaS Service to obtain patient data and billing information.

Maintain records in an electronic format that is readily accessible by Client personnel and that meets federal and state requirements for maintaining patient medical records.

Create, implement and comply with a Compliance Plan consistent with the Compliance Program Guidance for Third Party Medical Billing Companies 63 FR 70138; (December 18, 1998) promulgated by the Office of Inspector General of the Department of Health and Human Services (OIG).

**B. *Client's Responsibilities and Obligations:***

From each person who receives EMS from Client ("Patient"), Client shall use its best efforts to obtain and forward the following information ("Patient Information") to Intermedix:

- (i) the Patient's full name and date of birth;
- (ii) the mailing address (including zip code) and telephone number of the Patient or other party responsible for payment ("Guarantor");
- (iii) the Patient's social security number;
- (iv) the name and address of the Patient's health insurance carrier, name of policyholder or primary covered party, and any applicable group and identification numbers;
- (v) the auto insurance carrier address and/or agent's name and phone number if an automobile is involved;
- (vi) the employer's name, address and Workers Compensation Insurance information if the incident is work related;
- (vii) the Patient's Medicare or Medicaid HIC numbers if applicable;
- (viii) the Patient's or other responsible party's signed payment authorization and release of medical authorization form or other documentation sufficient to comply with applicable signature requirements;
- (ix) the call times, transporting unit, and crew members with their license level, i.e. EMT-B, EMT-I, or EMT-P;
- (x) odometer readings such that loaded miles may be calculated;
- (xi) physician certification statements (PCS) for non-emergency transports that are to be billed to Medicare pursuant to CMS regulations; and
- (xii) any other information that Intermedix may reasonably require to bill the Patient or other Payor.

Client represents and warrants that all information provided to Intermedix shall be accurate and complete. Intermedix shall have no obligation to verify the accuracy of such information, and Client shall be solely responsible for such accuracy. Client agrees to hold Intermedix, its agents, and employees harmless from any and all liabilities and costs, including reasonable attorneys' fees, resulting from (a) any inaccurate or misleading information provided to Intermedix that results in the actual or alleged submission of a false or fraudulent claim or (b) any other actual or alleged violation of local, state or federal laws., including but not limited laws applicable to Medicare, Medicaid or any other public or private Payor or enforcement agency.

Client will provide Intermedix with necessary documents required by third parties to allow for the electronic filing of claims by Intermedix on Client's behalf.

Client will provide Intermedix with its approved billing policies and procedures, including dispatch protocols, fee schedules and collection protocols. Client will be responsible for engaging any third party collection service for uncollectible accounts after Intermedix has exhausted its collection efforts.

Client will timely process refunds identified by Intermedix for account overpayments.

Client will provide a lock box or bank account address to Intermedix and will instruct the lock box or bank custodian agency to forward all documents to Intermedix for processing.

Client will provide Intermedix with daily bank balance reporting capabilities via the bank's designated web site.

Client will cooperate with Intermedix in all matters to ensure proper compliance with laws and regulations.

Client represents and warrants that all of its employees, personnel and independent contractors involved in the delivery of EMS or otherwise performing services for Client: (i) hold the licensure or certification required to perform such services, (ii) have not been convicted of a criminal offense related to health care or been listed as debarred, excluded or otherwise ineligible for participation in a Federal health care program and (iii) are not excluded persons listed on any of the following: (a) the Office of the Inspector General List of Excluded Individuals and Entities; (b) the General Services Administration's Excluded Parties List; and (c) the Office of Foreign Asset Control's Specially Designated Nationals List.

Client agrees that it will forward to Intermedix copies of checks, or other payment documentation requested by Intermedix relating to the subject matter of this Agreement, within 10 days of the date of receipt of those payments.

Client agrees to notify Intermedix in the event that their Epcr vendor performs any system upgrades. Notification may be made in writing to [support@Intermedix.com](mailto:support@Intermedix.com).

**Exhibit B**  
**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("Agreement") supplements and is made part of the Underlying Agreement (as defined below).

This Business Associate Agreement ("Agreement") is entered into between City of McAlester, an Oklahoma municipal corporation ("Covered Entity") and Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation, a Delaware corporation ("Business Associate"), effective as of the Effective Date.

WHEREAS, Covered Entity and Business Associate have entered into, or plan to enter into, a separate agreement, entitled Agreement for Ambulance Billing and Related Professional Services, as of the Effective Date, or other documented arrangement (the "Underlying Agreement"), pursuant to which Business Associate may provide services for Covered Entity that require Business Associate to access, create and use Protected Health Information ("PHI") that is confidential under state and/or federal law; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed by Covered Entity to Business Associate, or collected or created by Business Associate pursuant to the Underlying Agreement, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and the regulations promulgated there under, including, without limitation, the regulations codified at 45 CFR Parts 160 and 164 ("HIPAA Regulations"); the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the "Secretary") (the "HITECH Act"), and other applicable state and federal laws, all as amended from time to time, including as amended by the Final Rule issued by the Secretary on January 17, 2013 titled "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules";

WHEREAS, the HIPAA Regulations require Covered Entity to enter into an agreement with Business Associate meeting certain requirements with respect to the Use and Disclosure of PHI, which are met by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the exchange of information pursuant to this Agreement, the parties agree as follows:

**28. Definitions.**

Capitalized terms used herein without definition shall have the meanings ascribed to them in the HIPAA Regulations or the HITECH Act, as applicable unless otherwise defined herein.

**29. Obligations of Business Associate.**

**29.01 Permitted Uses and Disclosures.** Business Associate shall only Use or Disclose PHI for the purposes of (i) performing Business Associate's obligations under the Underlying Agreement and as permitted by this Agreement; or (ii) as permitted or Required By Law; or (iii) as otherwise permitted by this Agreement. Business Associate shall not Use or further Disclose PHI other than as permitted or required by this Agreement or as Required By Law. Further, Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of the HIPAA Regulations or the HITECH Act if so used by Covered Entity, except that Business Associate may Use PHI (i) for the proper management and administration of Business Associate; and (ii) to carry out the legal responsibilities of Business Associate. Business Associate may Disclose PHI for the proper management and administration of Business Associate, to carry out its legal responsibilities or for payment purposes as specified in 45 CFR § 164.506 (c)(1) and (3), including but not limited to Disclosure to a business associate on behalf of a covered entity or health care provider for payment purposes of such covered entity or health care provider, with the expectation that such parties will provide reciprocal assistance to Covered Entity, provided that with respect to any such Disclosure either: (i) the Disclosure is Required By Law; or (ii) for permitted Disclosures when Required By Law, Business Associate shall obtain a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and will not use and further disclose such PHI except as Required By Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

**29.02 Appropriate Safeguards.** Business Associate shall implement administrative, physical, and technical safeguards that (i) reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity, and (ii) prevent the Use or Disclosure of PHI other than as contemplated by the Underlying Agreement and this Agreement.

**29.03 Compliance with Security Provisions.** Business Associate shall: (i) implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312; (ii) implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316; and (iii) be in compliance with all requirements of the HITECH Act related to security and applicable as if Business Associate were a "covered entity," as such term is defined in HIPAA.

**29.04 Compliance with Privacy Provisions.** Business Associate shall only Use and Disclose PHI in compliance with each applicable requirement of 45 CFR § 164.504(e). Business Associate shall comply with all requirements of the HITECH Act related to privacy and applicable as if Business Associate were a "covered entity," as such term is defined in HIPAA. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

**29.05 Duty to Mitigate.** Business Associate agrees to mitigate, to the extent practicable and mandated by law, any harmful effect that is known to Business Associate of a

Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

**29.06 Encryption.** To facilitate Business Associate's compliance with this Agreement and to assure adequate data security, Covered Entity agrees that all PHI provided or transmitted to Business Associate pursuant to the Underlying Agreement shall be provided or transmitted in a manner which renders such PHI unusable, unreadable or indecipherable to Unauthorized Individuals, through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of the HITECH Act. Covered Entity acknowledges that failure to do so could contribute to or permit a Breach requiring patient notification under the HITECH Act and further agrees that Business Associate shall have no liability for any Breach caused by such failure.

### **30. Reporting.**

**30.01 Security Incidents and/or Unauthorized Use or Disclosure.** Business Associate shall report to Covered Entity a successful Security Incident or any Use and/or Disclosure of PHI other than as provided for by this Agreement or permitted by applicable law within a reasonable time of becoming aware of such Security Incident and/or unauthorized Use or Disclosure (but not later than ten (10) days thereafter), in accordance with the notice provisions set forth herein. Business Associate shall take (i) prompt action to cure any such deficiencies as reasonably requested by Covered Entity, and (ii) any action pertaining to such Security Incident and/or unauthorized Use or Disclosure required by applicable federal and state laws and regulations. If such successful Security Incident or unauthorized Use or Disclosure results in a Breach as defined in the HITECH Act, then Covered Entity shall comply with the requirements of Section 3.b below.

**30.02 Breach of Unsecured PHI.** The provisions of this Section 3.b are effective with respect to the Discovery of a Breach of Unsecured PHI occurring on or after September 23, 2009. With respect to any unauthorized acquisition, access, Use or Disclosure of Covered Entity's PHI by Business Associate, its agents or subcontractors, Business Associate shall (i) investigate such unauthorized acquisition, access, Use or Disclosure; (ii) determine whether such unauthorized acquisition, access, Use or Disclosure constitutes a reportable Breach under the HITECH Act; and (iii) document and retain its findings under clauses (i) and (ii). If the Business Associate Discovers that a reportable Breach has occurred, Business Associate shall notify Covered Entity of such reportable Breach in writing within three (30) days of the date Business Associate Discovers such Breach. Business Associate shall be deemed to have discovered a Breach as of the first day that the Breach is either known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach, or by exercising reasonable diligence should have been known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach. To the extent the information is available to Business Associate, Business Associate's written notice shall include the information required by 45 CFR §164.410. Business Associate shall promptly supplement the written report with additional information regarding the Breach as it obtains such information. Business Associate shall cooperate with Covered Entity in meeting the Covered Entity's obligations under the HITECH Act with respect to such Breach.

31. Business Associate's Agents. To the extent that Business Associate uses one or more subcontractors or agents to provide services under the Underlying Agreement, and such subcontractors or agents receive or have access to PHI, Business Associate shall sign an agreement with such subcontractors or agents containing substantially the same provisions as this Agreement (the "Subcontractors Agreement").

32. Rights of Individuals.

32.01 Access to PHI. Within ten (10) days of receipt of a request by Covered Entity, Business Associate shall make PHI maintained in a Designated Record Set available to Covered Entity or, as directed by Covered Entity, to an Individual to enable Covered Entity to fulfill its obligations under 45 CFR §164.524. Subject to Section 5.b below, (i) in the event that any Individual requests access to PHI directly from Business Associate in connection with a routine billing inquiry, Business Associate shall directly respond to such request in compliance with 45 CFR §164.524; and (ii) in the event such request appears to be for a purpose other than a routine billing inquiry, Business Associate shall forward a copy of such request to Covered Entity and shall fully cooperate with Covered Entity in responding to such request. In either case, a denial of access to requested PHI shall not be made without the prior written consent of Covered Entity.

32.02 Access to Electronic Health Records. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity with respect to PHI, then, to the extent an Individual has the right to request a copy of the PHI maintained in such Electronic Health Record pursuant to 45 CFR § 164.524 and makes such a request to Business Associate, Business Associate shall provide such Individual with a copy of the information contained in such Electronic Health Record in an electronic format and, if the Individual so chooses, transmit such copy directly to an entity or person designated by the Individual. Business Associate may charge a fee to the Individual for providing a copy of such information, but such fee may not exceed Business Associate's labor costs in responding to the request for the copy. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI, shall otherwise apply and Business Associate shall comply therewith as if Business Associate were the "covered entity," as such term is defined in HIPAA. At Covered Entity's request, Business Associate shall provide Covered Entity with a copy of an Individual's PHI maintained in an Electronic Health Record in an electronic format and in a time and manner designated by Covered Entity in order for Covered Entity to comply with 45 CFR § 164.524, as amended by the HITECH Act.

32.03 Amendment of PHI. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

32.04 Accounting Rights. This Section 5.d is subject to Section 5.e below. Business Associate shall make available to Covered Entity, in response to a request from an Individual, information required for an accounting of disclosures of PHI with respect to the Individual, in accordance with 45 CFR §164.528, incorporating exceptions to such accounting designated under such regulation. Such accounting is limited to disclosures that were made in the

six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the HIPAA Regulations. Business Associate shall provide such information as is necessary to provide an accounting within ten (10) days of Covered Entity's request. Such accounting must be provided without cost to the Individual or to Covered Entity if it is the first accounting requested by an Individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs Covered Entity and Covered Entity informs the Individual in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

**32.05 Accounting of Disclosures of Electronic Health Records.** The provisions of this Section 5.e shall be effective on the date specified in the HITECH Act. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity, then, in addition to complying with the requirements set forth in Section 5.d above, Business Associate shall maintain an accounting of any Disclosures made through such Electronic Health Record for Treatment, Payment and Health Care Operations, as applicable. Such accounting shall comply with the requirements of the HITECH Act. Upon request by Covered Entity, Business Associate shall provide such accounting to Covered Entity in the time and manner specified by Covered Entity and in compliance with the HITECH Act. Alternatively, if Covered Entity responds to an Individual's request for an accounting of Disclosures made through an Electronic Health Record by providing the requesting Individual with a list of all business associates acting on behalf of Covered Entity, then Business Associate shall provide such accounting directly to the requesting Individual in the time and manner specified by the HITECH Act.

**32.06 Agreement to Restrict Disclosure.** If Covered Entity is required to comply with a restriction on the Disclosure of PHI pursuant to Section 13405 of the HITECH Act, then Covered Entity shall, to the extent necessary to comply with such restriction, provide written notice to Business Associate of the name of the Individual requesting the restriction and the PHI affected thereby. Business Associate shall, upon receipt of such notification, not Disclose the identified PHI to any health plan for the purposes of carrying out Payment or Health Care Operations, except as otherwise Required By Law. Covered Entity shall also notify Business Associate of any other restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

**33. Remuneration and Marketing.**

**33.01 Remuneration for PHI.** This Section 6.a shall be effective with respect to exchanges of PHI occurring six months after the date of the promulgation of final regulations implementing the provisions of Section 13405(d) of the HITECH Act. On and after such date, Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity except as otherwise permitted by the HITECH Act.

**33.02 Limitations on Use of PHI for Marketing Purposes.** Business Associate shall not Use or Disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication: (1) complies with the requirements of subparagraph (i), (ii) or (iii) of paragraph (1) of the definition of marketing contained in 45 CFR § 164.501, and (2) complies with the requirements of subparagraphs (A), (B) or (C) of Section 13406(a)(2) of the HITECH Act, and implementing regulations or guidance that may be issued or amended from time to time. Covered Entity agrees to assist Business Associate in determining if the foregoing requirements are met with respect to any such marketing communication.

**34. Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Regulations and the HITECH Act. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.

**35. Minimum Necessary.** To the extent required by the HITECH Act, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the HIPAA Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

**36. State Privacy Laws.** Business Associate shall comply with state laws to extent that such state privacy laws are not preempted by HIPAA or the HITECH Act.

**37. Termination.**

**37.01 Breach by Business Associate.** If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, then Covered Entity shall promptly notify Business Associate. With respect to such breach or violation, Business Associate shall take reasonable steps to cure such breach or end such violation, if possible. If such steps are either not possible or are unsuccessful, upon written notice to Business Associate, Covered Entity may terminate its relationship with Business Associate.

**37.02 Breach by Covered Entity.** If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement, then Business Associate shall promptly notify Covered Entity. With respect to such breach or violation, Covered Entity shall take reasonable steps to cure such breach or end such violation, if possible. If such steps are either not possible or are unsuccessful, upon written notice to Covered Entity, Business Associate may terminate its relationship with Covered Entity.

**37.03 Effect of Termination.** Upon termination of this Agreement for any reason, Business Associate shall either return or destroy all PHI, as requested by Covered Entity, that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, such PHI shall be returned in a mutually agreed upon format and timeframe. If Business Associate reasonably determines that return or destruction is not feasible, Business Associate shall continue to extend the protections of this Agreement to such PHI, and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible. If Business Associate is asked to destroy the PHI, Business Associate shall destroy PHI in a manner that renders the PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH Act.

**38. Amendment.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement any new or modified standards or requirements of HIPAA, the HIPAA Regulations, the HITECH Act and other applicable laws relating to the security or confidentiality of PHI. Upon the request of Covered Entity, Business Associate agrees to promptly enter into negotiation concerning the terms of an amendment to this Agreement incorporating any such changes.

**39. No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

**40. Effect on Underlying Agreement.** In the event of any conflict between this Agreement and the Underlying Agreement, the terms of this Agreement shall control.

**41. Survival.** The provisions of this Agreement shall survive the termination or expiration of the Underlying Agreement.

**42. Interpretation.** This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and the HITECH Act. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with such laws.

**42.01 Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Oklahoma.

43. Notices. All notices required or permitted under this Agreement shall be in writing and sent to the other party as directed below or as otherwise directed by either party, from time to time, by written notice to the other. All such notices shall be deemed validly given upon receipt of such notice by certified mail, postage prepaid, facsimile transmission, e-mail or personal or courier delivery:

If to Covered Entity: City of McAlester  
P. O. Box 578  
McAlester, OK 74502  
Attn: Carol Janisch  
Telephone no: (918) 421-4950  
Email: [Carol.Janisch@cityofmcalester.com](mailto:Carol.Janisch@cityofmcalester.com)

If to Business Associate: Intermedix Corporation  
6451 N. Federal Highway, Suite 1000  
Ft. Lauderdale, FL 33308  
Attn: Gregg Bloom, Chief Compliance Officer  
Telephone no: 954-308-8702  
Facsimile no: 954-308-8725  
Email: [gregg.bloom@intermedix.com](mailto:gregg.bloom@intermedix.com)

**Exhibit C**  
**Optional Services**

Intermedix will provide the following specific optional services by mutual written agreement with Client:

1. Provide HIPAA-compliant Notice of Privacy Practices to transported, billed patients as an insert into the initial billing notice mailed to these patients.
2. If Client has purchased TripTix product pursuant to the terms and conditions of the Addendum to this Agreement, Intermedix shall provide TripTix based reporting extract of data required by state or local regulatory authorities connectivity/interface in a format reasonably required by the such authorities.

**Exhibit D**  
**Addendum to Service Agreement**  
**(TripTix® Program)**

This Addendum to the Agreement (the "Addendum") hereby sets forth terms and conditions that apply only to the Product and Product Units listed in this Addendum. To the extent the terms and conditions of the Agreement are in conflict with this Addendum, the terms of this Addendum shall control. Where not different or in conflict with the terms, conditions and definitions of this Addendum, all applicable terms, conditions, and definitions set forth in the Agreement are incorporated within this Addendum as if set forth herein. Capitalized terms used herein and not otherwise defined herein shall have the meaning given to such terms in the Agreement.

WHEREAS, Intermedix has developed the TripTix solution or product running on personal tablet devices to enter medical records and data into and interact with its main billing and medical records system or SaaS Service (the "Product" as more particularly defined herein) that Intermedix is willing to make available to Client to use during the Triptix Term, subject to the terms and conditions set forth herein; and

WHEREAS, Client has expressed a desire to obtain a right to use the Product; and

WHEREAS, Client acknowledges that, in connection with the provision of the Product and the Product Unit, Intermedix is incurring significant per unit and, in some cases, per User out of pocket expenses;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein and for other good and valuable consideration the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I. DEFINITIONS**

1.01 Definitions. For purposes of this Addendum, the following definitions shall apply:

"Addendum Effective Date" shall mean the date on which the last party to this Addendum executed it.

"Intellectual Property" shall mean all of Intermedix's rights in and to the Product and Product Unit, including, without limitation, Intermedix's copyrights, trademarks, trade dress, trade secrets, patents and patent applications (if any), and "know how" and any other proprietary information developed by Intermedix relevant to the Product and/or Product Unit, recognized in any jurisdiction in the world, now or hereafter existing, whether or not registered or registerable.

“Product” shall mean, collectively, each Product Unit (a tablet PC, personal digital assistant or similar device), the Software, a third party wireless card in the name of Intermedix and any Third-Party Intellectual Property Rights, as applicable.

“Product Unit” shall mean a single data collection device delivered pursuant to the terms and conditions of this Addendum containing one or more elements of the Product but shall not mean any ancillary devices or products provided by persons other than Intermedix.

“Software” means the copies of Intermedix’s software programs as are contained in the Product, including any documentation included therewith. Intermedix may, at its sole discretion, provide corrections and modifications to the Software from time to time.

“Third-Party Interface Devices” shall mean those devices that interface with the Product to transfer information, including medical monitoring devices for which Third-Party Intellectual Property Royalty Payments are made.

“Third-Party Intellectual Property Rights” shall mean the Intellectual Property rights of any third-party used in connection with the Product.

“Third-Party Intellectual Property Royalty Payments” shall mean the payments to be made directly by Client or, indirectly, on Client’s behalf, as consideration for the licensing of any Third-Party Intellectual Property Rights or use of any Third-Party Interface Devices.

“Users” shall mean: (i) any employees of Client and (ii) any medical professional who is authorized to perform medical services for Client in the area in which Client operates its emergency medical services as of the Addendum Effective Date.

## **ARTICLE II. PRICE AND PAYMENT**

**2.01 Adjustment to Rates of Compensation under the Agreement.** The compensation due and owing Intermedix by Client shall be increased as described in Section 5.01 of the Agreement during the TripTix Term. Additionally, in the event that Client terminates this Addendum during the Effective period following the Addendum Effective Date, it shall pay an early termination fee as set out on Schedule 2.01 hereto.

**2.02 Product Fees.** In addition to the payments required pursuant to the provisions of Article 5 of the Agreement, Client shall make the following payments: (i) three and one quarter percent (3.25%) of all Net Collections for use of Intermedix provided field data capturing and reporting system consisting of up to and including three (3) Product Units; an additional charge of (1.30%) for one (1) additional Product Unit. and (ii) all Third-Party Intellectual Property Royalty Payments as further set out on Schedule 2.02 hereto.

## **ARTICLE III. RIGHT TO USE PRODUCT AND PROPRIETARY RIGHTS**

**3.01 Right to Use.** Commencing on the Addendum Effective Date and subject to the terms and conditions of this Addendum, Intermedix grants Client and its Users a non-exclusive, non-transferable right to use the Product during the TripTix Term. This right to use the Product during the TripTix Term does not constitute a sale of the Product or any portion or piece thereof.

**3.02 Delivery and Acceptance.** Intermedix will deliver to Client, the Product at mutually agreeable times, after or simultaneously with the Addendum Effective Date.

**3.03 No Other Rights.** Client's rights in the Product will be limited to those expressly granted in this Article III. All changes, modifications or improvements made or developed with regard to the Product by Intermedix, whether or not made or developed at Client's request, shall be and remain the property of Intermedix. Intermedix reserves all Intellectual Property rights and any other rights in and to the Product not expressly granted to Client hereunder.

**3.04 Restrictions.** Client acknowledges that Intermedix and its suppliers, including, without limitation, the suppliers of certain Third-Party Intellectual Property Rights, have, retain and own all right, title and interest in and to the Product, and all patent, copyright, trademark and service mark and trade name and the goodwill associated therewith, trade secret, inventions, technology, ideas, know-how, and all other intellectual property rights and all other rights pertaining thereto. All such right, title and interest shall be and remain the sole property of Intermedix. Client shall not be an owner of, or have any interest in the Product but rather, such Client only has a right to use the Product pursuant to this Addendum. Neither Client nor its Users shall: (i) remove any copyright, patent or other proprietary legends from the Product; (ii) sub-license, lease, rent, assign, transfer or allow any third-party any right to use the Product; (iii) alter, modify, copy, enhance or adapt any component of the Product; (iv) attempt to reverse engineer, covert, translate, decompile, disassemble or merge any portion of the Product with any other software or materials; (v) otherwise create or attempt to create any derivative works from this Product, or permit persons who are not Users any access to the Product or its operations, and any attempt to do any of the above shall void all warranties given Client by Intermedix and shall be a material breach of this Addendum.

**3.05 Material Change to Product.** If there is any material change in any rules, orders, laws or regulations governing the manner in which this Product operates or in the data provided by third parties (such as changes in the manner of operation of global distribution systems or standards in wireless or non-wireless communications protocols); then upon written notice to Client, Intermedix will have the right, retroactive to the date of such material change, to modify the way in which this Product delivers data in order to comport with any change in law or regulations or functionality governing the Product. All data used by Intermedix for testing and development shall be supplied by Client at its expense to Intermedix promptly upon request by Intermedix to Client.

#### **ARTICLE IV. PRODUCT UNITS**

**4.01 Generally.** Client and Intermedix understand and agree that Intermedix shall make available one or more Product Units. Client understands and acknowledges that any of the aforementioned Product Units provided by Intermedix will be subject to the additional fee described in Section 2.02 of this Addendum. Also, in connection with the potential provision of such Product Units, Client agrees:

(a) Client will be responsible for any loss or damage to such Product Units. Client agrees to pay: (i) the cost of repairs in excess of manufacturer extended warranty of any such Product Unit provided to it or (ii), if the Product Unit is irreparable, lost or stolen, for the

replacement cost of the Product Unit. Client is responsible for repair or replacement costs not covered by extended warranty provided by Intermedix. Client agrees that Client may obtain insurance for such devices provided that Intermedix is named as a beneficiary under such insurance. Intermedix will use commercially reasonable efforts to provide Client with a replacement Product Unit within one business day following the business day on which the request is made.

(b) Client agrees that it shall immediately (and in no greater than twenty four (24) hours from Client's knowledge of the following) notify Intermedix of any loss or theft of a Product Unit (a "Product Unit Loss Event"). Upon Intermedix's receipt of notification given by the Client of a Product Unit Loss Event, Intermedix shall have the right to immediately, without notice to Client, suspend Client's access to the Product and the Product Unit until such time as the Product Unit Loss Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the Product, (ii) any other intellectual property rights of Intermedix or (iii) the personal data or Protected Health Information gathered by Client in the performance of EMS by the Client. To the extent that any Product Unit Loss Event involves Protected Health Information, and is subject to HIPAA, as amended by the HITECH Act, Client shall comply with all applicable requirements under such laws, including any applicable HIPAA Notification requirements triggered by the Product Unit Loss Event. To the extent that a Product Unit Loss Event requires Client to provide HIPAA Notifications, any such notifications shall not include a reference to Intermedix unless such a reference is specifically required by HIPAA or other applicable law. Further, if Client intends to reference Intermedix in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, Client shall provide Intermedix written notice of its intent to do so no later than ten (10) days prior to Client's provision of each required HIPAA Notification (i.e. no later than ten (10) days prior to Client's provision of notifications to affected individuals, HHS, and/or prominent media outlets, as applicable). Client acknowledges that they are responsible for configuring the Product Unit security password configuration (the "Product Unit Security Configuration") and providing that Users provide adequate safeguard password security.

(c) Client may be required to enter into additional agreements with the makers of third-party devices (monitors, scanners, EKG machines, etc.) with respect to the transmission of information between the third party device and the Product Unit. Client understands and agrees that Intermedix will not be able to provide Product Units unless and until agreements are entered into with the third-party manufacturers of such third party devices. Client understands and agrees that its failure to enter into or reach agreements with such third-parties (and any and all consequences of such failure) shall not be deemed to be a default of Intermedix under this Agreement or any other arrangement between Client and Intermedix. Client further understands and agrees that the failure to enter into such agreements with these third parties may hinder Client's use of certain software features that might otherwise be available to it (for instance, a direct data connection between a third party device and the Product Unit).

(d) Client may be required to obtain new or different medical or other equipment capable of communicating with the Product Unit. Client understands and agrees that such new or different medical or other equipment must be obtained at Client's sole cost and expense.

(e) Client may request Intermedix to support additional medical or other devices. Client understands and agrees that the costs of developing an interface may be significant and may involve the payment of royalties to the third-party manufacturers of the device. Client further understands and agrees that Intermedix has no obligation to undertake the development of interfaces with additional medical or other devices.

(f) Client agrees to hold Intermedix, its agents, and employees harmless from any and all liabilities and costs, and against any claim, suit, fine, or damages, including loss of profits, reasonable attorneys' fees, or interest, or any incidental, indirect, special, or consequential damages incurred as a result of any loss or damage to a Product Unit, the failure to utilize and require that its Users utilize one or more Product Unit Security Configurations which comply with the SaaS Security Characteristics, or an actual or alleged violation of local, state or federal laws, including, but not limited to, laws applicable to Medicare, Medicaid, HIPAA, the HITECH Act, or any other public or private Payor or enforcement agency.

## ARTICLE V. TERM AND TERMINATION

**5.01 Generally.** The term of this Addendum shall begin on the Addendum Effective Date and shall continue until the termination or expiration of the Agreement, unless terminated as provided in Section 5.03 below (the "TripTix Term").

**5.02 Termination.** Notwithstanding any other language herein or in the Agreement, a termination of the Addendum shall not operate to terminate the Agreement, but a termination of the Agreement shall operate as a termination of this Addendum.

### **5.03 Termination of the Addendum.**

(a) If Intermedix fails to materially perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Client specifying the nature and extent of the failure to materially perform such obligation, Client shall have the right to terminate this Addendum upon the expiration of said thirty (30) calendar day period, without any obligation to pay any early termination payment outlined in Schedule 2.01.

(b) If Client fails to materially perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Intermedix specifying the nature and extent of the failure to materially perform such obligation, Intermedix shall have the right to terminate this Addendum upon the expiration of said thirty (30) calendar day period, and any early termination payment outlined in Schedule 2.01 shall be immediately due and payable.

(c) Client may terminate this Addendum (but not the Agreement) at any time for convenience by providing thirty (30) prior written notice to Intermedix, and making payment in full of the required early termination payment disclosed on Schedule 2.01 with respect to each Product Unit delivered pursuant to this Addendum, which shall be immediately due and payable as of the date of such written notice of termination. As of the effective date of such termination, Client shall return all Product Units to Intermedix and shall have no further right to access the Product provided hereunder.

(d) Intermedix may terminate this Addendum without cause upon six (6) months prior written notice to Client.

**5.04 Obligations Following Termination.** Any termination of the Addendum shall not release Client or Intermedix from any claim of the other accrued hereunder prior to the effective date of such termination. Upon termination of this Addendum, Intermedix shall remain the sole owner of the Product and all Intellectual Property and goodwill associated therewith, and Client shall assert no rights thereto. Upon termination of this Addendum for any reason, Client shall immediately discontinue use of the Product, and within ten (10) days, return each of the Product Units and certify in writing to Intermedix that all copies, extracts or derivatives of any item comprising the Product, in whole or in part, in any form, have either been delivered to Intermedix or destroyed in accordance with Intermedix's instructions. All payments made by Client to Intermedix hereunder are non-refundable.

#### **ARTICLE VI. LIMITED WARRANTY AND DISCLAIMER:**

**6.01 Product Warranty.** Intermedix warrants that each Product Unit delivered to Client will be free from material defects when delivered.

**6.02 Information/Disclaimer of Warranties with Respect to Data and Information Provided by Third Parties.** Some information transmittable or accessible through any Product Unit may have been obtained through sources believed to be reliable (such as various Internet providers, real-time data provided by GPS systems or medical devices or other third party information sources). Client agrees that Intermedix shall not have any liability whatsoever for the accuracy, completeness, timeliness or correct sequencing of the information, or for any decision made or action taken by Client in reliance upon such information or the Product. Client further agrees that Intermedix shall have no liability whatsoever for the transmission, non-transmission or partial transmission of data through third-party data systems and that such transmission shall be undertaken at Client's sole risk, cost and expense.

**6.03 Disclaimer.** Intermedix and its third party suppliers do not warrant that any Product will meet Client's requirements or that access to the Product, or the operation of the Product, will be uninterrupted, error-free, that all errors will be timely corrected, or that the data and/or reports generated by the Product will be accurate in the event that any third party information providers have provided inaccurate information. THE WARRANTIES EXPRESSLY PROVIDED IN THIS ADDENDUM AND THE AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. NO REPRESENTATIVE OF INTERMEDIX SHALL HAVE THE RIGHT TO MAKE WARRANTIES ON INTERMEDIX'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF INTERMEDIX.

**6.04 Exclusive Remedy.** For any breach of the warranties set forth in Section 6.01, Intermedix, shall, following written notice thereof by Client, use diligence efforts, at Intermedix's sole expense, promptly to repair or replace the nonconforming Product or Product

Unit. This is Intermedix's sole and exclusive liability, and Client's sole and exclusive remedy, for the breach of the above warranties. Intermedix shall have no obligation to replace any defective Product Unit which is not returned to Intermedix immediately following delivery or which has failed because of accident, abuse or misapplication.

**Schedule 2.01**  
**Early Termination Fee**

The Initial Term Early Termination Payments with respect to each Product Unit are as follows:

<b>Period</b>	<b>Amount</b>
For an Early Termination for Product Units in possession of and during the Effective Period from the beginning of the TripTix Term:	\$5,010.00

**Schedule 2.02**  
**Third-Party Intellectual Property Royalty Payments**

In addition to the other compensation required under this Addendum, Third-Party Intellectual Property Payments shall be made as follows:

Licensing/Royalty agreement to be executed between Client and the manufacturer of Client's defibrillating equipment when the manufacturer has cleared the Product Unit for direct interface between their equipment and Intermedix provided data devices.

CORPA1394246.2

## LEASE AND CONTRACT

THIS AGREEMENT, entered in this 26th day of August, 2014, by and between the Board of the Pittsburg County Regional Expo Authority, PARTY OF THE FIRST PART, and the City of McAlester, Oklahoma, a Municipal Corporation, PARTY OF THE SECOND PART, the terms and conditions of which are as follows to-wit:

1. That the PARTY OF THE FIRST PART, for and in consideration of the sum on One Dollar and other good and valuable considerations and in consideration of the covenants and agreements hereinafter contained, does hereby demise, lease and let unto the PARTY OF THE SECOND PART the following described real estate situated in Pittsburg County, Oklahoma.

### **Legal Description attached as Exhibit "A"**

2. It is further agreed by and between the parties that this lease shall be for a period of twenty-five (25) years from the date of the execution of this agreement, subject to the provision hereinafter contained for prior termination of this agreement.
3. It is mutually understood and agreed that the lands, herein leased shall be for the intended purpose for use as an archery park and related activities by the lessee which shall be operated by the City of McAlester, Oklahoma. It is further agreed that if for a period of twelve (12) months, or longer, said PARTY OF THE SECOND PART, fails to use such property for such use and related activities, that this lease shall be at an end and cancelled, and the property shall revert back to the PARTY OF THE FIRST PART.
4. It is further understood that the PARTY OF THE SECOND PART shall provide scheduling of the use of the facilities.
5. It is further understood and agreed that during the term of this lease said premises shall be under the exclusive jurisdiction of the PARTY OF THE SECOND PART and that the PARTY OF THE SECOND PART will hold harmless PARTY OF THE FIRST PART from any and all claims, liens, demands, and lawsuits by reason its the negligence or use of said premises and in the event that any suit is brought naming PARTY OF THE FIRST PART as a party defendant by reason of injury or damage to any person or property and that The PARTY OF THE SECOND PART shall provide proof of liability insurance in the amount currently provided in the Government Torts Claim Act, Title 51, Okl. Stat. Secs. 151 et seq.
6. It is also agreed that the maintenance of the property and any equipment, buildings, or improvements located on said premises and of the land hereby

leased shall be the sole responsibility of the PARTY OF THE SECOND PART and who will keep said premises clean and will maintain said premises in an acceptable and sanitary manner. The PARTY OF THE SECOND PART shall arrange for and pay for all utility cost related to the facilities herein leased.

7. It is further agree that the PARTY OF THE SECOND PART will not at any time, without the permission in writing of the PARTY OF THE FIRST PART, cut down any trees on said land and will not sell or remove any sand, gravel, soil, or minerals of any kind and will not in any way commit waste upon said premises.

Any improvements to the leased property which are made and paid for by the PARTY OF THE SECOND PART, or which may be made in the future shall be owned and remain the property of the PARTY OF THE SECOND PART and shall continue under its exclusive dominion and control, subject to the provisions of this agreement. If the PARTY OF THE SECOND PART abandons or fails to use the premises for twelve (12) months, the lease is cancelled, and the premises with improvements will revert to the PARTY OF THE FIRST PART.

8. It is further agreed that the violation of any of the conditions and covenants herein contained by the PARTY OF THE SECOND PART shall, except as herein above indicated, entitle the PARTY OF THE FIRST PART to re-enter said lands and take the quiet and peaceable possession thereof and will entitle the PARTY OF THE FIRST PART to terminate this lease. Provided, this provision shall not apply until PARTY OF THE FIRST PART shall first give PARTY OF THE SECOND PART written notice of the violation and a reasonable time to correct the same not to exceed sixty (60) days.

BOARD OF THE PITTSBURG COUNTY  
REGIONAL EXPO AUTHORITY, PARTY OF  
THE FIRST PART

BY:

William W. Decker

ATTEST:

CLERK

Teresa L. Massey

Teresa L. Massey  
NOTARY PUBLIC - STATE OF OKLAHOMA  
MY COMMISSION EXPIRES Aug. 15, 2015  
COMMISSION # 07097822

CITY OF MCALESTER  
PARTY OF THE SECOND PART,

BY: 

\_\_\_\_\_  
STEVE HARRISON, MAYOR



  
\_\_\_\_\_  
CORA MIDDLETON

LEGAL DESCRIPTION FOR LEASE PROPERTY FOR NEW ARCHERY SITE

A tract, piece or parcel of land in the SE/4 of Section 34, Township 6 North, Range 14 East, Pittsburg County, State of Oklahoma, more particularly described as follows;

Commencing at the SE corner of the SE/4 of Section 34; thence North along the East line of the SE/4 of Section 34 a distance of 200.00 feet; thence West parallel to the South line of the SE/4 of Section 34 a distance of 230.00 feet to the POINT OF BEGINNING; thence West parallel to the South line of the SE/4 of Section 34 a distance of 400.00 feet; thence North a distance of 600.00 feet; thence East parallel to the South line of the SE/4 of Section 34 a distance of 400.00 feet; thence South a distance 600.00 feet to the POINT OF BEGINNING, said parcel of land containing 5.5 acres more or less.

# City of McAlester, Oklahoma Community Archery Park Program

## **McAlester Archery Park**

One of the most optimum places for the Oklahoma Department of Wildlife Conservation to develop a Community Archery Park is McAlester, Oklahoma. Several schools districts in the vicinity of McAlester are active within the Oklahoma National Archery in Schools Program and the sport of archery and bowhunting has a strong contingency within McAlester and surrounding area. In fact, one of the most sought after archery deer hunts within the Oklahoma Department of Wildlife Conservation's Controlled Hunts Program (Limited availability deer hunts awarded via computer drawing system) are those at the nearby McAlester Army Ammunition Plant (McAAP). The unique management schemes employed at McAAP have created a very healthy deer herd with a high number of trophy-class whitetail bucks. Because of long-term success and reputation of the McAAP controlled hunts along with Oklahoma's rich archery traditions, the area of McAlester and southeast Oklahoma makes it a "natural" fit for archery facilities.

### **Total Budget:**

#### Archery Facilities

- \$112,500 for facility (\$57,500 ATA and \$55,000 in kind match by City of McAlester - \$40,000 value of land donated, \$15,000 Site Preparation and berm.

#### Archery Programs

- \$21,000 (ODWC's Share) for school program training OKNASP (10 grants targeted locally) (\$12,000. match provided by local schools)
- \$14,000 (ODWC's Share) for school Explore Bowhunting Program (10 kits to same schools as OKNASP)
- No cost, but same above schools will be trained to teach hunter education as well.

### **Funding and Commitments:**

- ODWC - \$35,000 for OKNASP & EB (Wildlife Restoration and Sportfish Restoration Funds) **(24% of total)**
- City of McAlester- \$55,000 (\$40,000 land value, and \$15,000 site/berm prep and donation to construct facilities **(37% of total)**)

### **Phase 1 Funding Requested from ATA:**

- 12' Tower (\$10,850 materials)
- 14'W x 40L x 8'H covered shooting area at kids range and 14'W x 80L x 8'H covered shooting area for general target range (\$17,000)
- Concrete for shooting areas (\$6,600)
- targets & covers (\$8,800)
- Range & rules signage (\$1,000)

- 10' x 26' storage building for equipment, targets, restrooms (\$11,510.00)
- Other signage (\$1,740 materials)
- (See site layout). **(40% of total)**

Project Leadership:

- Colin Berg: Information Education Section Supervisor (Education Emphasis), Oklahoma Department Wildlife Conservation
- Rich Fuller: Sr. Information Education Specialist, Oklahoma Department of Wildlife Conservation

City of McAlester:

- Mel Priddy , McAlester Community Services Director
- B.J. Boatright, McAlester Recreation Supervisor

Location and Ownership:

- Located approximately 2 ¼ miles west of McAlester on the southside of State Hwy 270 (Also known as W.Carl Albert Parkway), and approximately 2 ¼ miles east of the Jct. of OK270 and Indian Nations Turnpike (toll road)
- Owned by the City of McAlester
- Facilities will be adjacent to McAlester youth & adult baseball & softball complex and a small (9 hole) golf course.

Communities & School Enrollment within 25 miles

- McAlester (26 largest OK city) Pop. 18,883 School Dist. Enrollment: 2,965  
Distance: 2.2 miles
- Eufaula (118 largest OK city) Pop.: 2,813 School Dist. Enrollment: 1,200  
Distance: 29.2 miles
- Atoka (107 largest OK city) Pop.: 3,107 School Dist. Enrollment: 600  
Distance: 44.2 miles
- Wilburton (115 largest OK city) Pop.: 2,843 School Dist. Enrollment: 707  
Distance: 31.5 miles
- Coalgate (151 largest OK city) Pop.: 1,967 School Dist. Enrollment: 650  
Distance: 43.3 miles
- Hartshorne (141 largest OK city) Pop.: 2,125 School Dist. Enrollment: 771  
Distance: 14.8 miles

**Total population within 25 miles: 31,738**

**Total school enrollment within 25 miles: 6,893**

Archery Facilities:

- Site Plan Available: Yes
- Outdoor Archery Park
- Beginning Range 8 targets 5-20 yards
- General target range: 16 outdoor targets 15-50 yards

- Bowhunting Range: 4 outdoor Animal targets 10-40 yards with 12' platform
- Other:
- Indoor Shooting Center: None
- General Access Area: (Gravel) Parking
- Bus turn-around capability: Yes
- Family-friendly amenities:
- Restrooms: Yes (new)
- Ballfields/Golf course: Yes, adjacent to the Archery park

#### Facility Schedule:

- Site Plan Completed: November , 2013
- Operation & Maintenance Plan: City of McAlester Parks & Recreation Dept.
- Date Construction to begin March – April 2014 (weather)
- Completion Date: October, 2014

#### Operation & Maintenance:

- Maintenance: Equip and Target Maintenance (\$2,000 by ODWC), and Future Archery Club (targets)
- General Facilities Maintenance (\$8,000 by City of McAlester)
- Operation: City
- Staffed: No
- Park to be opened and closed morning and evening by Softball Complex Mgr.
- Possibly a day user fee honor box for those who are not McAlester City Residents

#### Archery Programs and Event Elements:

- Schools: Current OKNASP and Explore Bowhunting schools within 25 miles of the range (I will try to get an estimate prior to our meeting w McAlester Schools A.D.)
- Participation by:
- 4-H: Yes
- Scouts: Yes
- JOAD: No, but plan for a club to start
- Archery Club: Yes, plans for new club to develop
- NBEF/IBEP: Plan to use the facilities for NBEF/IBEP training courses
- League: Yes as part of new club being developed
- Tournaments: Will work with current local archery club to annually host a 3-D tournament

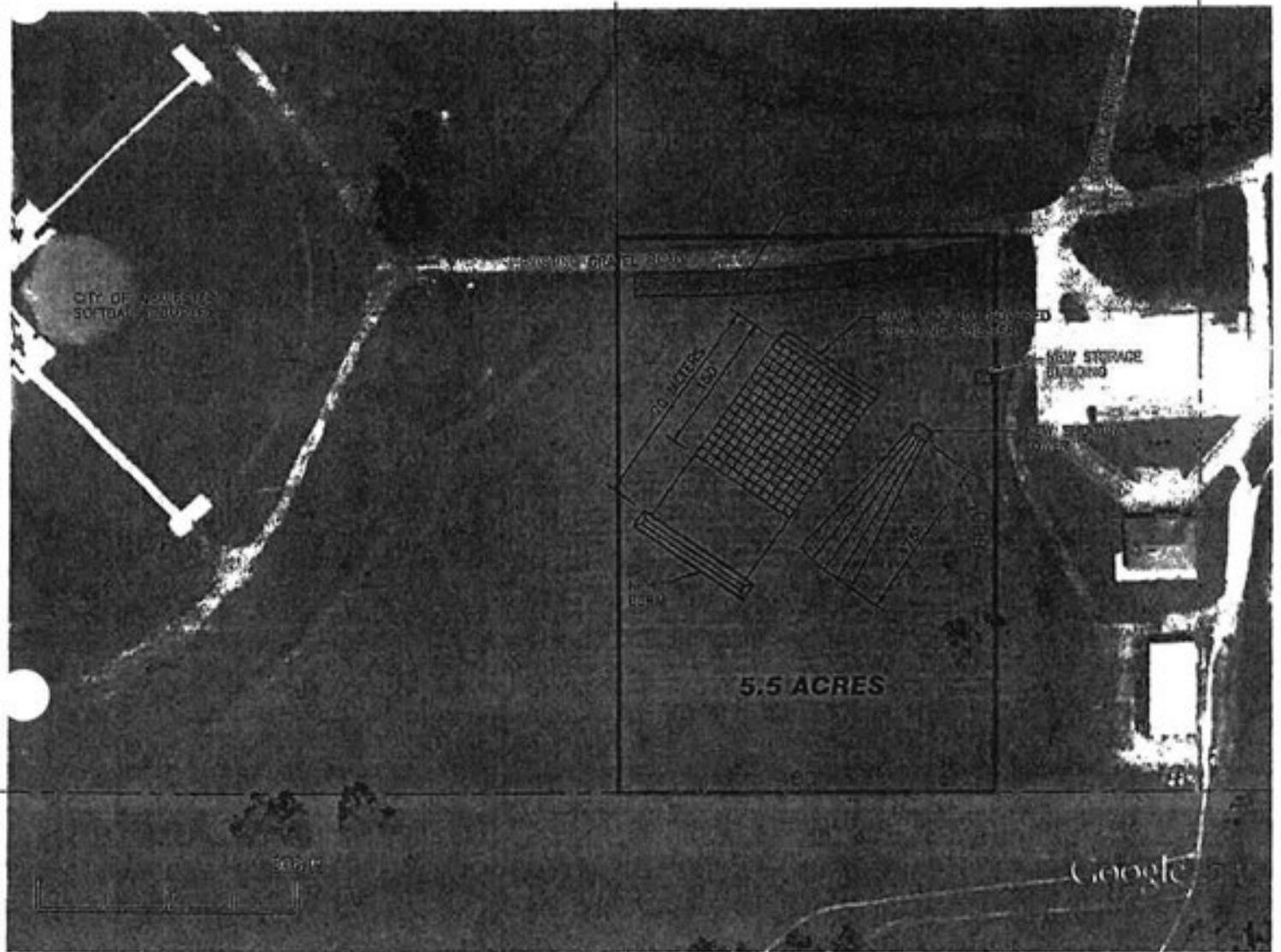
#### Marketing: (All by City of McAlester)

- Mailings \$1,500
- Media \$1,500
- Brochures/Maps \$1,500
- Grand Opening event \$1,500
- City of McAlester Web Page

Goals: (The following is a sample, you may want to add/subtract as desired)

- Recruit 10 new OKNASP/EB/HE/Explore schools
- 1 NBEF/IBEP training course offered annually
- 2 Community Archery Education Days Conducted by Local Archery Club members per year
- 2 Archery Days held in conjunction same day as baseball/softball/soccer tournament weekends

	City of McAister Contribution	Local 3rd Party Contribution	ODWC Equipment Grants	ATA Funding Needed	Total Budget
<b>Recreation Programs</b>					
Equipment (ODWC grants & schools match)					
Training costs					
Staff & benefits					
<b>Programs sub-total</b>					
<b>Construction</b>					
Land (cost or value)	\$40,000.00				\$40,000.00
Engineering/Site design contractor					
Staff & benefits					
Site preparation & berm	\$15,000.00				\$15,000.00
land prep					
roads					
walkways					
utilities					
<b>Non-archery costs-outdoor</b>					
restrooms				\$5,000.00	\$5,000.00
shelters					
storage buildings				\$6,510.00	\$6,510.00
signs				\$1,740.00	\$1,740.00
benches					
<b>Archery costs -outdoors</b>					
targets				\$8,800.00	\$8,800.00
platforms				\$10,850.00	\$10,850.00
ground quivers					
bow racks					
safety netting & poles					
berms/fencing					
range & rules signs				\$1,000.00	\$1,000.00
covered shooting areas				\$17,000.00	\$17,000.00
concrete for shooting area				\$8,600.00	\$8,600.00
<b>Building costs-indoor</b>					
<b>Archery Park sub-total</b>	<b>\$55,000.00</b>			<b>\$57,500.00</b>	<b>\$112,500.00</b>
<b>Operations &amp; Maintenance (annual)</b>					
Staff & benefits					
Utilities					
Equipment & Target maintenance		\$2,000.00			\$2,000.00
General facilities maintenance	\$8,000.00				\$8,000.00
<b>O &amp; M sub-total</b>	<b>\$8,000.00</b>	<b>\$2,000.00</b>			<b>\$10,000.00</b>
<b>Marketing</b>					
Mailings	\$1,500.00				\$1,500.00
Media	\$1,500.00				\$1,500.00
Brochures/Maps	\$1,500.00				\$1,500.00
Grand Opening event		\$3,000.00			\$3,000.00
<b>Marketing sub-total</b>	<b>\$4,500.00</b>	<b>\$3,000.00</b>			<b>\$7,500.00</b>
<b>Total</b>	<b>\$67,500.00</b>	<b>\$5,000.00</b>		<b>\$57,500.00</b>	<b>\$130,000.00</b>



# PROPOSED NEW ARCHERY FACILITY



**SCHEDULE "D"**

**FORM OF PAYMENT REQUISITION**

**PAYMENT REQUISITION  
SERIES 2013 PROJECT ACCOUNT  
THE MCALESTER PUBLIC WORKS AUTHORITY CONSTRUCTION FUND**

FROM: Trustees of The McAlester Public Works Authority

TO: BancFirst

DATE: September 3, 2015

Pursuant to the provisions the Series 1999 Revenue Bond Indenture dated as of May 1, 1999, as heretofore supplemented and amended by a Series 2002 Revenue Bond Indenture dated as of July 1, 2002, as supplemented and amended by a Series 2012 Supplemental Note Indenture dated as of December 1, 2012, and as further supplemented and amended by a Series 2013 Supplemental Note Indenture dated as of June 1, 2013 (collectively, the "Indenture"), all by and between The McAlester Public Works Authority and BancFirst, as Trustee, you are directed to pay Creditor from the Series 2013 Project Account within the Construction Fund of said Authority as indicated below, the amounts shown for the purposes set forth in this Requisition.

Carstensen Contracting	800276032
CREDITOR	TRUST NO.

P.O. Box 754 Pipestone, MN 56164
MAILING ADDRESS

Construction Services	Invoice: Payment # 2
ITEM	ITEM NO.

August 31, 2015	CIP #1	\$ 5,715.98
DATE	PURPOSE	AMOUNT

**AUTHORIZATION AND CERTIFICATE OF CITY MANAGER/CHAIRMAN**

With reference to the above requisition, the undersigned certifies:

1. The above requisition is approved.

2. Each obligation therein has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project as evidenced by the certificate of the supervising architect or engineer or other appropriate certification.

3. That obligations in the stated amounts have been incurred by the Authority and that each item is a proper charge against the Construction Fund and has not been paid.

4. That there has not been filed with or served upon the Authority, notice of any lien, right to lien, or attachment upon, or claim affecting the right of any such persons, firms or corporations to receive payment of, the respective amounts stated in this requisition which has not been released or will not be released simultaneously with this payment.

5. That such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

THE MCALESTER PUBLIC WORKS AUTHORITY



City Manager or Chairman

Date: September 3, 2015

Date Approved: \_\_\_\_\_

Date Paid: \_\_\_\_\_

\_\_\_\_\_  
Authorized Officer

Submit in triplicate:

1 to Trustee Bank

1 to Authority

1 to City

CONTRACTOR'S APPLICATION FOR PAYMENT NO.

2

City of McAlester		7/1/15 To 7/31/15		8/31/2015	
17th Street		Carstensen Contracting, Inc.		Miles Hunter, P.E.	
CIP 1		240	0	240	
				#6005601	

Approved Change Orders

Number	Additions	Deductions
3A	\$ 17,147.40	
TOTALS	17,147.4	
NET CHANGE BY CHANGE ORDERS		17,147.40

1. ORIGINAL CONTRACT PRICE	\$ 114,318.50
2. Net change by Change Orders	\$ 17,147.40
3. CURRENT CONTRACT PRICE (Line 1 + 2)	\$ 131,465.90
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Report)	\$ 183,466.50
5. MATERIALS STORED ON HAND	\$ -
5. RETAINAGE	\$ -
a. 0% of \$ 131,465.90 Work Completed	\$ -
b. 200.00 Liquidated Damages	\$ -
c. Total Retainage (Line 5a + Line 5b)	\$ -
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 131,466.50
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 108,602.56
8. AMOUNT DUE THIS APPLICATION	\$ 22,863.94
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 Above)	\$ -

Contractor's Certification  
 The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against and such liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: John D... Date: 8/31/15

Payment of: \$ 22,863.94 - 17,147.93  
 Is recommended by: [Signature] 9/2/15  
 Payment of: \$ 5,715.98 JCM  
 Is approved by: \_\_\_\_\_  
 Approved by: \_\_\_\_\_

approved by city Council 8/25/15

## John Modzelewski

---

**From:** Josh Dede <JDede@ccimn.net>  
**Sent:** Thursday, September 03, 2015 9:27 AM  
**To:** John Modzelewski  
**Cc:** MilesH@estinc.com; 'tony.keeper'; jared.eddy@estinc.net  
**Subject:** RE: McAlester CIP 2 - Time Extension and substantial completion letter

John,

I do agree to this. I apologize I did not realize that the payment of \$17,147.93 was already on its way to us. I do appreciate that. If we can add the \$5,715.98 to this meeting I would appreciate it.

Thank you and have a great weekend,

Josh Dede  
Project Manager

Carstensen Contracting, Inc.  
1507 7<sup>th</sup> St. SE PO Box 754 Pipestone, MN 56164  
Office: 507-825-2026 Cell: 605-595-3216 Fax: 507-825-2027  
[jdede@ccimn.net](mailto:jdede@ccimn.net) [www.carstensencontracting.com](http://www.carstensencontracting.com)



**From:** John Modzelewski [mailto:[john.modzelewski@cityofmcalester.com](mailto:john.modzelewski@cityofmcalester.com)]  
**Sent:** Wednesday, September 02, 2015 5:18 PM  
**To:** Josh Dede <JDede@ccimn.net>  
**Cc:** MilesH@estinc.com; 'tony.keeper' <[tony.keeper@estinc.net](mailto:tony.keeper@estinc.net)>; [jared.eddy@estinc.net](mailto:jared.eddy@estinc.net)  
**Subject:** RE: McAlester CIP 2 - Time Extension and substantial completion letter

Josh

The City Council approved payment of 15% of your original contract price of \$114,319.50 for CIP#1 at the meeting on August 25, 2015. On August 26, 2015, I began the "Schedule D" process of this payment being made in the amount of \$17,147.93. That leaves the original retainage amount of \$5,715.98 to be paid. If you approve, I can modify the Pay Application #2 to reflect the payment in process and use this pay application to request the remaining \$5,5715.98. Please advise me of your decision by noon on Thursday.

Thank you

*John C. Modzelewski, P.E., CFM*  
*City Engineer/Public Works Director*  
*City of McAlester*  
*918-423-9300, ext 4992*

**From:** Josh Dede [mailto:[JDede@ccimn.net](mailto:JDede@ccimn.net)]  
**Sent:** Wednesday, September 02, 2015 4:00 PM  
**To:** John Modzelewski <[john.modzelewski@cityofmcalester.com](mailto:john.modzelewski@cityofmcalester.com)>  
**Cc:** 'tony.keeper' <[tony.keeper@estinc.net](mailto:tony.keeper@estinc.net)>; [MilesH@estinc.com](mailto:MilesH@estinc.com); [jared.eddy@estinc.net](mailto:jared.eddy@estinc.net);



# McAlester City Council

## AGENDA REPORT

Meeting Date: September 8, 2015 Item Number: 1  
Department: Finance  
Prepared By: Toni Ervin Account Code: \_\_\_\_\_  
Date Prepared: August 31, 2015 Budgeted Amount: \_\_\_\_\_  
Exhibits: 5

### Subject

Consider and act upon, an Ordinance amending Ordinance No. 2538 which established the budget for fiscal year 2015-16; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.

### Recommendation

Motion to approve the budget amendment ordinance.

### Discussion

The budget amendment ordinance is necessary to cover proposed revenue and/or expenditures not included in the budget for this fiscal year.

See attached.

### Approved By

	Initial	Date
Department Head		
City Manager	P. Stasiak <u><i>PJS</i></u>	<u>9-3-15</u>

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2538 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2015-16; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City Council heretofore adopted Ordinance No. 2538 setting forth the Budget for Fiscal Year 2015-2016 beginning July 1, 2015 and ending June 30, 2016; and

**WHEREAS**, the City Departments and Divisions routinely review their budget appropriations to determine if any changes are necessary; and

**WHEREAS**, based upon said review the City staff now recommends that certain amendments to the Budget be considered by the City Council; and

**WHEREAS**, the City Council has the authority to make amendments to the City Budget under Article 5, Section 5.07 (b) of the new City Charter as well as State law; and

**WHEREAS**, the City Council has determined that the proposed amendment to the FY 2015-2016 Budget, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF McALESTER, OKLAHOMA:**

**SECTION 1:** The proposed amendment to the FY 2015-2016 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibit A-1, which is attached hereto and fully incorporated herein by reference, be, and the same hereby are, completely adopted and approved as an amendment to the said FY 2015-2016 Budget.

**SECTION 2:** All portions of the existing FY 2015-2016 Budget, Ordinance No. 2538 except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

**SECTION 3:** That all other ordinances in conflict herewith are hereby repealed to the extent of any such conflict or inconsistency and all other ordinances not in conflict herewith shall remain in full force and effect.

**SECTION 4:** Should any paragraph, sentence, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part or parts as declared to be invalid, illegal, or unconstitutional.

SECTION 5: That an emergency is hereby declared to exist, and for the provision of the public peace, health and safety, by reason whereof it is necessary that all acts take effect immediately and be in full force and effect from, and after the passage and approval.

**PASSED and the EMERGENCY CLAUSE ruled on separately this \_\_\_\_\_ day of \_\_\_\_\_, 2015.**

**CITY OF MCALESTER, OKLAHOMA  
A Municipal Corporation**

By \_\_\_\_\_  
**Steve Harrison, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Cora Middleton, City Clerk**

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**William J. Ervin, City Attorney**







FY 15-16 Budget Amendments listed by Fund

					<u>Revenue</u>	<u>Expense</u>
001	8/25/15	01	General Fund	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditure	-	135,500
4	8/8/16	01	General Fund	Appropriate funds for Airport Drainage Project to Rehab Taxiway	-	29,208
002	8/25/15	02	MPWA	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditure	-	10,480
010	8/25/15	16	State Forfeiture	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditure	37,375	37,375
003	8/25/15	24	Airport Grant	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditure	668,528	668,528
013	8/8/15	24	Airport Grant	Appropriate funds for Airport Drainage Project to Rehab Taxiway	283,165	283,165
004	8/25/15	27	Tourism	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditure	-	8,940
005	8/25/15	29	E911	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditure	-	125,065
006	8/25/15	30	Economic Development	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditure	-	681,171
007	8/25/15	32	Grants, Gifts, & Contribu	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditure	-	145,870
008	8/25/15	33	CDBG Grants	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditure	-	438,238
009	8/25/15	41	Capital Fund	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditure	-	1,561,237
012	8/8/15	41	Capital Fund	Appropriate Funds for flood damage done to Sandy Creek Canal.	-	87,000
011	8/25/15	44	Technology Fund	Budget Supplement to lapse and reappropriate expenditures for the Capital Expenditure	-	21,236
						4,233,013



# McAlester City Council

## AGENDA REPORT

Meeting Date: September 8, 2015 Item Number: 2  
Department: Community & Economic Development  
Prepared By: Leroy D. Alsup Account Code: \_\_\_\_\_  
Date Prepared: August 31, 2015 Budgeted Amount: \_\_\_\_\_  
Exhibits: 13 Attachments

### Subject

Consider and act upon, an Ordinance to close 105' of the 10' Utility Easement in Lots 3 and 4, in Block 1, Eagle Ridge Addition to the City of McAlester, Pittsburg County, State of Oklahoma, from the east right-of-way of Whippoorwill Drive to the west boundary of the 15' Utility Easement in Lots 3 and 4, in Block 1, Eagle Ridge Addition.

### Recommendation

Motion to approve and act upon the Ordinance to close the easement referenced above and to authorize the Mayor to sign the Ordinance.

### Discussion

At a Special Meeting on Thursday, August 27, 2015, the McAlester Planning Commission voted unanimously to recommend to the City Council the request to close the easement, as more particularly described in the ordinance, be granted.

#### Attachments:

1. Draft Ordinance
2. Draft Minutes of the August 27, 2015 Planning Commission Meeting
3. August 27, 2015 Staff Report to the Planning Commission
4. Application requesting the closure of the easement
5. Abstractor's Certificate
6. Area of Request Map with easement shown
7. Site Location Map
8. 1<sup>st</sup> Notice to Municipal & Public Utilities
9. 2<sup>nd</sup> Notice to Municipal & Public Utilities
10. Copy of Letter to Property Owners within 300 feet
11. Proof of Publication of Notice in Newspaper
12. CenterPoint Energy Response
13. AEP/PSO Response

### Approved By

		<i>Initial</i>	<i>Date</i>
Department Head	L. Alsup	LA	08/31/2015
City Manager	P. Stasiak		9-3-15

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO CLOSE THE 105' OF THE 10' UTILITY EASEMENT IN LOTS 3 AND 4, IN BLOCK 1, EAGLE RIDGE ADDITION TO THE CITY OF MCALESTER, PITTSBURG COUNTY, STATE OF OKLAHOMA, FROM THE EAST RIGHT-OF-WAY OF WHIPPOORWILL DRIVE TO THE WEST BOUNDARY OF THE 15' UTILITY EASEMENT IN LOTS 3 AND 4, IN BLOCK 1, EAGLE RIDGE ADDITION.

\*\*\*\*\*

**BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MCALESTER, OKLAHOMA, THAT:**

SECTION 1. It shall be and is hereby declared necessary and expedient to close the easement more particularly described as:

The 105' of the 10' Utility Easement in Lots 3 and 4, in Block 1, Eagle Ridge Addition to the City of McAlester, Pittsburg County, State of Oklahoma, from the east right-of-way of Whippoorwill Drive to the west boundary of the 15' Utility Easement in Lots 3 and 4, in Block 1, Eagle Ridge Addition.

SECTION 2. PUBLICATION AND EFFECTIVE DATE

The closing of the easement adopted by this ordinance shall be published within 15 days of approval in a newspaper of general circulation in McAlester, Oklahoma and the change shall become effective 30 days after approval by the City Council as required by Oklahoma General Statutes.

APPROVED this 8<sup>th</sup> day of September 2015.

CITY OF MCALESTER, OKLAHOMA  
A Municipal Corporation

By \_\_\_\_\_  
Steve Harrison, Mayor

ATTEST:

\_\_\_\_\_  
Cora Middleton, City Clerk

Approved as to form and legality this 8<sup>th</sup> day of September 2015.

By \_\_\_\_\_  
William J. Ervin, City Attorney

McAlester Planning Commission Minutes  
Thursday, August 27, 2015 Meeting  
City Council Chambers  
6:30 PM

**DRAFT**

**Item 1 Call to Order and Roll Call**

Chairman Mark Emmons called the meeting to order at 6:30 P.M. Roll was called, and a quorum was present.

**Commissioners Present: 6**

Harvey Bollinger	Mark Emmons	Carl Gullick	Susan Kanard
Denise Lewis	Karl Scifres		

**Commissioners Absent: 5**

Ross Eaton	Justin Few	Primus Moore	Chris Taylor
Karen Stobaugh			

**Item 2 Approval of Minutes**

A motion made by Commissioner Kanard was seconded by Commissioner Bollinger to approve the July 21, 2015 Regular Meeting Minutes.

The vote was 6-0

AYE: Gullick, Kanard, Lewis, Scifres, Bollinger, Emmons

NAY: None

The motion carried.

**GENERAL BUSINESS:**

**Item 3 Public Hearing: Discussion and action on V. E. #150, a request to close the easement that lies in Lots 3 and 4, in Block 1, Eagle Ridge Addition to the City of McAlester, Pittsburg County, State of Oklahoma.**

Chairman Emmons opened the item for discussion at 6:34 P.M. Leroy Alsup, Director of Community and Economic Development, presented the staff report to the Commission it is hereby incorporated in the minutes by reference. CenterPoint Energy and AEP/PSO both responded in writing that they had no utilities in the easement and they were okay with it being closed/vacated. The City of McAlester Engineering/Public Works Department did not provide a written response, but verbally they reported the City did not have any utilities in this easement. Staff recommended granting the applicants request to close the Easement that lies in Lots 3 and 4, in Block 1, Eagle Ridge Addition to the City of McAlester, Pittsburg County, State of Oklahoma.

Sayer Brenner, the applicant, was present and stated he had nothing additional to add to Mr. Alsup's report. Chairman Kanard inquired as to the number of houses Mr. Brenner planned to build. Mr. Brenner answered only one house.

Chairman Emmons closed discussion on the matter at 6:35 P.M. and called for a motion. Commissioner Lewis motioned to approve the applicants request to close

the easement and was seconded by Commissioner Gullick. Chairman Emmons asked if there were any comments from the Commission. There were none, and roll was called.

The vote was 6-0  
AYE: Gullick, Kanard, Lewis, Scifres, Bollinger, Emmons  
NAY: None  
The motion carried.

**Item 4 Discussion and action on an ordinance to amend the McAlester City Code, Division 3. Zoning Districts and District Regulations; Subdivision II. Specific Districts by deleting the existing Sections 62-612 Wyandotte Avenue Corridor Development and 62-213 Wade Watts Corridor Development and replace them with a new Section 62-212 Wyandotte/Wade Watts Avenue Corridor Development.**

Chairman Scifres motioned to table the item to the next meeting, Commissioner Bollinger seconded.

The vote was 6-0  
AYE: Kanard, Lewis, Scifres, Bollinger, Gullick, Emmons  
NAY: None  
The motion carried.

**Item 5 Staff Report**  
There was no Staff Report.

**Item 7 Commission Report**  
There was no Commission Report.

**Item 8 Adjournment**  
A motion made by Commissioner Gullick was seconded by Commissioner Scifres to adjourn the meeting at 6:38 PM.

The vote was 6-0  
AYE: Lewis, Scifres, Bollinger, Gullick, Kanard, Emmons  
NAY: None  
The motion carried.

Approved: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Planning Commission Chairman



**City of McAlester**  
Community & Economic Development

1<sup>st</sup> & Washington • P.O. Box 578 • McAlester, OK 74502 • (918) 423-9300

**PLANNING COMMISSION**  
**Staff Report- VE Case # 150**  
**August 27, 2015**

**To:** McAlester Planning & Zoning Commission  
**From:** Leroy D. Alsup, Community & Economic Development Director *LA*  
**Date:** August 26, 2015

**Case: VE #150      Request to Close Easement**

---

**Applicant:** Sayer Brenner  
**Zoning District:** R1-B Single-family Residential District  
**Location:** NE Whippoorwill Drive & Swallow Drive  
**Legal:** Lots 3 and 4, in Block 1, Eagle Ridge Addition to the City of McAlester, Pittsburg County, State of Oklahoma

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**General Description:**  
Applicant is requesting the closing of the Easement that lies in Lots 3 and 4, in Block 1, Eagle Ridge Addition to the City of McAlester, Pittsburg County, State of Oklahoma.

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**Municipal & Public Utility Notifications: <sup>1</sup>**  
AT&T Corporation----- July 10, 2015 (No response)  
CenterPoint Energy----- July 10, 2015 (Okay- No Utilities in Easement)  
AEP/PSO----- July 10, 2015 (Okay- No Utilities in Easement)  
Vyve Broadband----- July 10, 2015 (No response)  
City of McAlester Police Department----- July 10, 2015 (No response)  
City of McAlester Fire Department----- July 10, 2015 (No response)  
City of McAlester Engineering/Public Works--- July 10, 2015 (No response)

<sup>1</sup> Utilities were originally notified of this matter on July 10, 2015. On August 23<sup>rd</sup> all Utilities were notified that this matter had been moved to Special Planning Commission Meeting on August 27, 2015.

Leroy Alsup- Director  
(918) 423-9300 ext.4951

Kirk Ridenour- Economic Development Manager  
(918) 423-9300 ext.4982

Jayne Clifton - Executive Asst./Planning Tech  
(918) 423-9300 ext. 4984

James Schulz- Code Enforcement  
(918) 423-9300 ext 4986

George Estrada- Building Inspector  
(918) 423-9300 ext. 4985

Charley Gilbertson- Plumbing/Electrical Inspector  
(918) 423-9300 ext 4987

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**General Notifications:**

Publication in McAlester News Capital

July 26, 2015

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**Notification to Property Owners within 300 Feet:**

Property Owners within 300 feet	39 ( <i>Mailed July 22, 2015</i> )
Notification receipts received	35
Letters returned unclaimed	4
Notifications still out	0

---

**Attachments:**

Application  
Abstractor's Certificate  
Area of Request Map with Easement Shown  
Site Location Map  
Notice to Municipal & Public Utilities  
Copy of Letter to Property Owners within 300 feet  
Proof of Publication of Notice in Newspaper  
CenterPoint Energy Response  
AEP/PSO Response

---

**Background Information:**

► **O.S. § 42-101 Definitions:**

In Sections 11-42-101 through 11-42-115 of this title, the following terms shall have the meanings respectively provided for them in this section, unless the context otherwise requires:

1. "Close" means a legislative act of the governing body of a municipality discontinuing the public use of a public way or easement without affecting title to real property;
2. "Vacate" means the termination, by written instrument, as provided in Section 11-42-106 of this title, or judicial act of the district court, of private and/or public rights in a public way, easement or plat and vesting title in real estate in private ownership;
3. "Public way" means a street, avenue, boulevard, alley, lane or thoroughfare open for public use; and
4. "Easement" means rights in real property as set forth in Section 49 of Title 60 of the Oklahoma Statutes.

► **O.S. §, 42-105 Rights of Transmission Companies**

No vacation of any plat or public way, or part thereof, shall operate to invalidate or impair the right of any municipal utility or regulated transmission company to continue to possess, occupy, and use that part of the public ways, utility easements, or rights-of-way existing within the affected area and occupied and used by any municipal utility or regulated transmission company for the performance of its public service undertaking. Said easements shall be defined in any decree of vacation. The municipal utility or regulated transmission company may maintain, replace, repair, and operate its facilities, have unrestricted ingress and egress to said locations, and remove its facilities without impairment by reason of the vacation or partial vacation of any plat or public way.

► **Municipal & Public Utility Responses**

CenterPoint Energy----- Okay- No Utilities in Easement  
AEP/PSO----- Okay- No Utilities in Easement

---

**Staff Recommendation:**

The McAlester Community and Economic Development Staff recommends granting the applicants request to close the Easement that lies in Lots 3 and 4, in Block 1, Eagle Ridge Addition to the City of McAlester, Pittsburg County, State of Oklahoma.

FOR OFFICE USE ONLY

CITY OF McALESTER, OKLAHOMA

APPLICATION FOR CLOSING OF PUBLIC WAYS OR EASEMENT

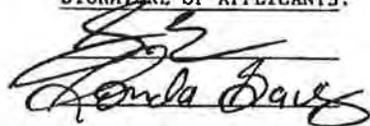
DATE: \_\_\_\_\_ APPLICATION NUMBER VE#150

A filing fee of \$ \_\_\_\_\_ has been paid.

1. I, (we), the undersigned, being owner(s) of property abutting the following described street, alley or easement, do hereby respectfully make application and petition to the City Planning Commission and the City Council to close said Public Way or Easement.

LOCATION OF STREET, ALLEY OR EASEMENT: Easement  
Running east / west between  
lots 3 + 4 BIK 1  
See Attached Plat

2. Attach a sketch, plan or copy of a map of the area surrounding the street, alley, or easement to be closed.
3. The applicant is requested to execute the attached Affidavit in conjunction with the application. A bonded certified abstractor's list may be substituted.

SIGNATURE OF APPLICANTS:	ADDRESS (ZIP CODE):	PHONE:
	<u>74501</u>	<u>405-388-8864</u>
	<u>74501</u>	<u>918-424-9234</u>

FOR OFFICE USE ONLY

Public Utilities - The following utility companies have been notified by letter:

	YES:	NO:
_____ Electrical (PSO)	_____	_____
_____ Gas (ARKLA)	_____	_____
_____ Water (City Eng.)	_____	_____
_____ Sewer (City Eng.)	_____	_____
_____ Cable T.V.	_____	_____
_____ Telephone	_____	_____

AFFIDAVIT

STATE OF OKLAHOMA )  
PITTSBURG COUNTY ) SS

Joyce Bonner being duly sworn, states:

1. That application has been made for the closing of a street( ),  
alley( ), or easement( ), described as follows:

Easement running East/West between  
Lots 3 + 4 Blk 1  
Eagle Ridge Addition

2. The following are all individuals, firms, or corporations owning  
property, as recorded this date by deed in the Pittsburg County  
Court House, abutting upon said public way or easement in the  
area sought to be closed, and such other owners of record whose  
property is within three-hundred feet (300') in any direction  
from the public way or easement sought to be closed. (List to  
be provided by abstractor.)

NAME:

ADDRESS:


[Signature]  
SIGNATURE

Subscribed and sworn to before me this 22 day of June  
19 2015

[Signature]  
NOTARY PUBLIC

My Commission Expires:  
6-26-16

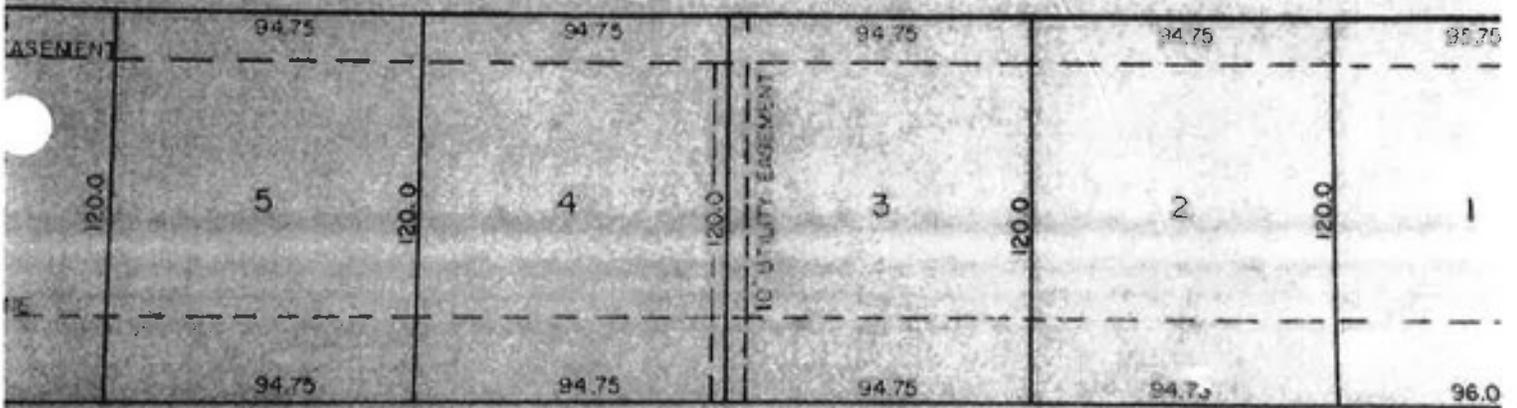


NOTIFICATION TO PURCHASER

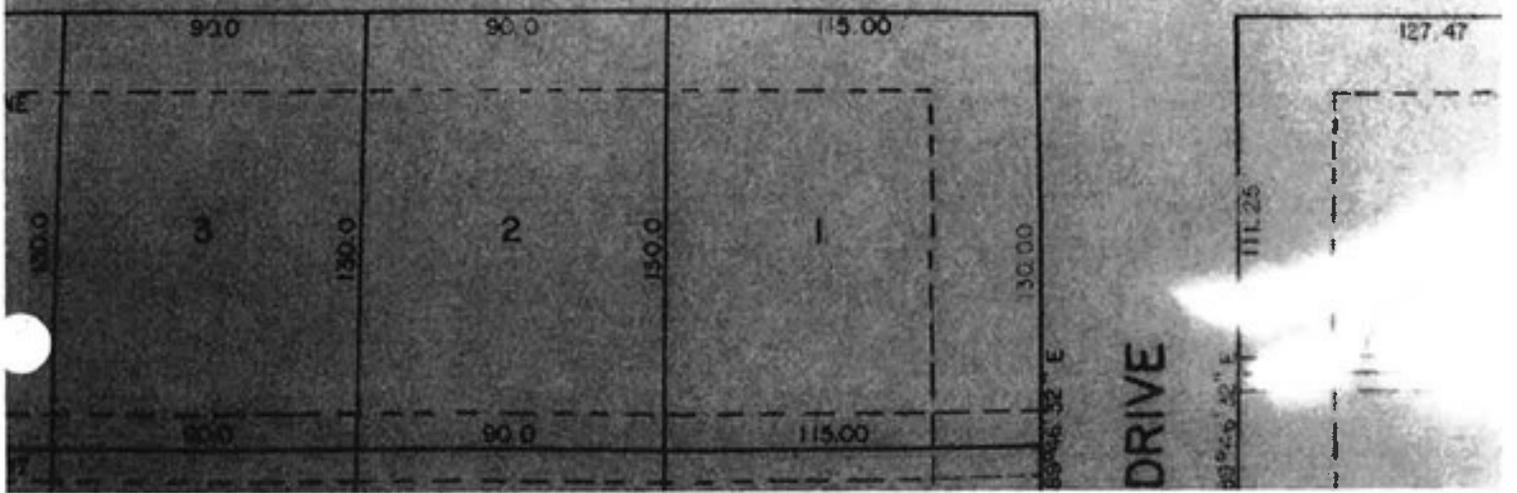
City of McAlester will not issue a building permit for construction of any private improvements thereon until all public utilities guaranteed by an ordinance contained in the plat, have been completed to that lot and a "Certificate of Completion of Public Utilities" has been issued by the City of McAlester.

Plat includes restrictive covenants found on a separate instrument.

1/2" Iron  
Found in



RIVE



DRIVE

**PIONEER ABSTRACT COMPANY**

*Of McAlester, Inc.*  
101 E. Carl Albert Pkwy.  
McAlester, Oklahoma 74301  
918-423-0617

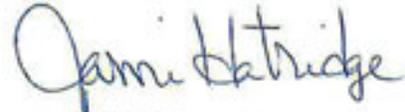
CERTIFICATE

**Lots 3 and 4, in Block 1, Eagle Ridge Addition to the City of  
McAlester, Pittsburg County, State of Oklahoma.**

I, Jami Hatridge, of PIONEER ABSTRACT COMPANY of McAlester, Inc., Bonded and Licensed Abstractor, hereby certifies that the attached list constitutes all the names of all owners of record as shown by the current year's tax rolls in the Office of the County Treasurer of Pittsburg County and State of Oklahoma, of property abutting and within three hundred feet in any direction from the legal description shown above. All persons required to be notified by 11 O. S. Section 659.3 (1975) and all mailing addresses obtainable are indicated as required.

ABSTRACTOR'S NOTE: We have checked the records pertaining to the above described real estate and have recorded our findings as requested. We have exercised due care in preparing this report; however, we assume no liability on our abstractor's bond for the correctness of information furnished or interpretation of any instrument filed of record.

Dated this 19<sup>th</sup> day of June, 2015.



JAMI HATRIDGE, Bonded Abstractor  
PIONEER ABSTRACT COMPANY  
Of McAlester, Inc.

Subscribed and sworn to before me this 19<sup>th</sup> day of June, 2015.

My commission expires:

  
Notary Public

Order # 6512-15 ac



**RECORD OWNER**

Robert L. Cox  
Karin Cox  
2102 Cardinal Lane  
McAlester, Oklahoma 74501

Leslie Wayne Stipe  
Roslyn Stipe  
P.O. Box 683  
McAlester, Oklahoma 74502

Toby D. McClellan  
Barbara S. McClellan  
2101  
Cardinal Lane  
McAlester, Oklahoma 74501

Melvin Jones  
Dana M. Jones  
2105 Whippoorwill  
McAlester, Oklahoma 74501

Angela D. Nelson  
2103 Whippoorwill  
McAlester, Oklahoma 74501

ARM, Inc.  
P.O. Box 487  
McAlester, Oklahoma 74502

Travis Dale Spence  
Shannon Renee Spence  
220 Swallow Drive  
McAlester, Oklahoma 74501

M. Gordon Frampton  
Julie A. Frampton  
216 Swallow Drive  
McAlester, Oklahoma 74501

Michael E. Sauro  
Christina Sauro  
2009 Whippoorwill  
McAlester, Oklahoma 74501

**LEGAL DESCRIPTION OF PROPERTY**

Lot 1, in Block 1, Cardinal Heights.

Lot 5, in Block 6, Cardinal Heights.

Lot 6, in Block 6, Cardinal Heights

Westerly 40 feet of the Southerly 75 feet of Lot 4, in Block 6, Cardinal Heights; and a tract in Lot 4 of Section 18, Township 5 North, Range 15 East, described as: Beginning at the Northwest Corner of Lot 4; thence East along the North Line of Lot 4 a distance of 390.33 feet; thence Southerly 71 feet to the point of beginning; thence Easterly a distance of 54.57 feet; thence Southerly a distance of 73.25 feet; thence Westerly a distance of 54.68 feet; thence Northerly a distance of 73.30 feet to the point of beginning.

The Westerly 40 feet of the Northerly 71 feet of Lot 4, in Block 6, Cardinal heights; and a tract in Lot 4 of Section 18, Township 5 North, Range 15 East, described as: Beginning at the Northwest Corner of Lot 4; thence Easterly along the North Line of Lot 4 a distance of 390.33 feet to the point of beginning; thence Southerly a distance of 71 feet; thence Easterly a distance of 54.57 feet; thence Northerly a distance of 71 feet; thence Westerly a distance of 54.57 feet to the point of beginning.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, in Block 1, Trails Addition.

Lots 1 and 2, in Block 4, Eagle Ridge.

Lot 3, in Block 4, Eagle Ridge.

Lot 1, in Block 5, Eagle Ridge

Joe G. Hankins 2007 Whippoorwill McAlester, Oklahoma 74501	Lot 2, in Block 5, Eagle Ridge.
Paul Benjamin Kline Jean Kline 2005 Whippoorwill McAlester, Oklahoma 74501	Lot 3, in Block 5, Eagle Ridge.
Anthony Grosfield Revocable Trust 2003 Whippoorwill McAlester, Oklahoma 74501	Lots 4 and 5, in Block 5, Eagle Ridge.
Mark Sehgal Sheryl A. Sehgal 1911 Whippoorwill McAlester, Oklahoma 74501	Lot 6, in Block 5, Eagle Ridge.
Denise Michelle James Terry G. James 2000 Sandpiper McAlester, Oklahoma 74501	Lot 16, in Block 5, Eagle Ridge.
Janice L. Harris Bobby Harris 328 East Carl Albert McAlester, Oklahoma 74501	Lot 17, in Block 5, Eagle Ridge
Lowell W. Cable Jr. Lucretia J. Cable 2004 Sandpiper McAlester, Oklahoma 74501	Lot 18, in Block 5, Eagle Ridge.
Mitchell T. Bates 2006 Sandpiper McAlester, Oklahoma 74501	Lot 19, in Block 5, Eagle Ridge.
Jack D. Rowland Sandra K. Rowland 2008 Sandpiper McAlester, Oklahoma 74501	Lot 20, in Block 5, Eagle Ridge.
Gardner Property Co LLC 25 Colonial Circle McAlester, Oklahoma 74501	A tract in Lot 1, in Block 1, Eagle Ridge Addition, described as: Beginning at the Northeast Corner of Lot 1; thence Southerly a distance of 6 feet to the point of beginning; thence Southerly along the East Line of Lot 1 a distance of 89.75 feet to the Southeast Corner; thence Westerly along the South Line to the Southwest Corner of Lot 1; thence Northerly a distance of 90.08 feet to a point which is 6 feet from the Northwest Corner of Lot 1; thence Easterly in a straight line to the point of beginning.
Harry E. Murphy III Erica D. Murphy 2010 Whippoorwill McAlester, Oklahoma 74501	Northerly 6 feet of Lot 1 and All of Lot 2, in Block 1, Eagle Ridge.
Big Cat Properties Inc c/o ARM, Inc. P.O. Box 487 McAlester, Oklahoma 74502	Lot 3, in Block 1, Eagle Ridge.

Ronda H. Bailey Stephen W. Bailey 2007 Cardinal McAlester, Oklahoma 74501	Lot 4, in Block 1, Eagle Ridge.
Tony A. Crabtree Cindy L. Crabtree 2004 Whippoorwill McAlester, Oklahoma 74501	Lot 5, in Block 1, Eagle Ridge.
William M. Derischweiler Valeria Derischweiler 220 South 7 <sup>th</sup> McAlester, Oklahoma 74501	Lot 6, in Block 1, Eagle Ridge.
Scott A. Barton Dana E. Barton 2000 Whippoorwill McAlester, Oklahoma 74501	Lot 7, in Block 1, Eagle Ridge.
Chris Martin, Trustee Barbara A. Martin, Trustee 1910 Whippoorwill McAlester, Oklahoma 74501	Lot 8, in Block 1, Eagle Ridge.
Timothy D. Maxcey Charlotte Maxcey P.O. Box 1369 McAlester, Oklahoma 74502	Lots 13 and 14, in Block 3, Mockingbird No. 1; and the Northerly 2 feet of Lot 1, in Block 7, Mockingbird No. 2.
Matthew Wade Doyle 2001 Cardinal McAlester, Oklahoma 74501	The Southerly 92.5 feet of Lot 1, in Block 7, Mockingbird No. 2.
Lucile P. Evans 2003 Cardinal McAlester, Oklahoma 74501	Lot 2, in Block 7, Mockingbird No. 2.
James Jared Hull 2005 Cardinal Lane McAlester, Oklahoma 74501	Lot 3, in Block 7, Mockingbird No. 2.
Ronda Bailey Stephen W. Bailey 2007 Cardinal McAlester, Oklahoma 74501	Lot 4, in Block 7, Mockingbird No. 2.
Phillip Bud Rattan Julie A. Rattan 2009 Cardinal McAlester, Oklahoma 74501	Lot 5 and the Northerly 34.5 feet of Lot 6, in Block 7, Mockingbird No. 2.
Randal L. Davis 2011 Cardinal McAlester, Oklahoma 74501	Southerly 60 feet of Lot 6 and All of Lot 7, in Block 7, Mockingbird No. 2.
Terry D. Martin 2000 Cardinal McAlester, Oklahoma 74501	Lot 1 and the Northerly 5 feet of Lot 2, in Block 8, Mockingbird No. 2.
James Hollmon Shalom Hollmon 2002 Cardinal McAlester, Oklahoma 74501	Lot 2 less the Northerly 5 feet thereof, in Block 8, Mockingbird No. 2.

Jim Powell  
P.O. Box 3219  
McAlester, Oklahoma 74502

Lot 3, in Block 8, Mockingbird No. 2.

Kenneth J. Matthews  
Tracey Matthews  
2006 Cardinal  
McAlester, Oklahoma 74501

Lot 4, in Block 8, Mockingbird No. 2.

Anthony D. Washington  
2008 Cardinal  
McAlester, Oklahoma 74501

Lot 5, in Block 8, Mockingbird No. 2.

Robert V. Rymer  
Amy L. Rymer  
2010 Cardinal  
McAlester, Oklahoma 74501

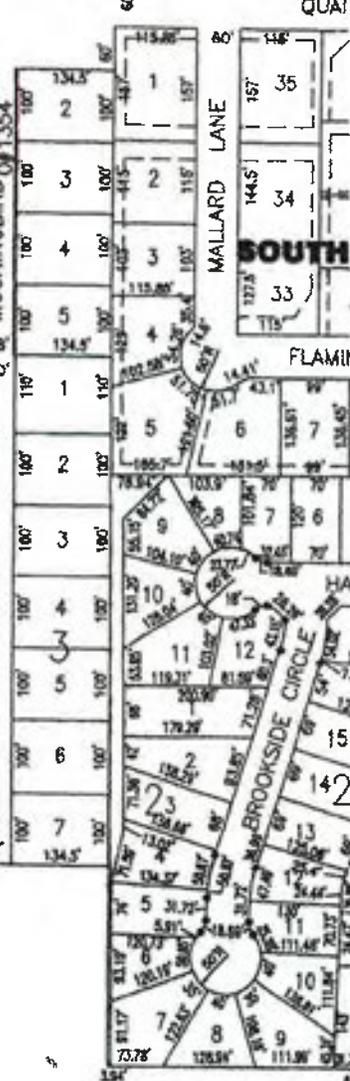
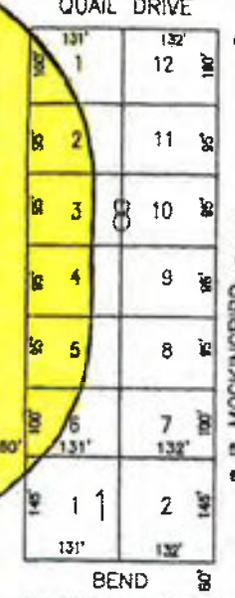
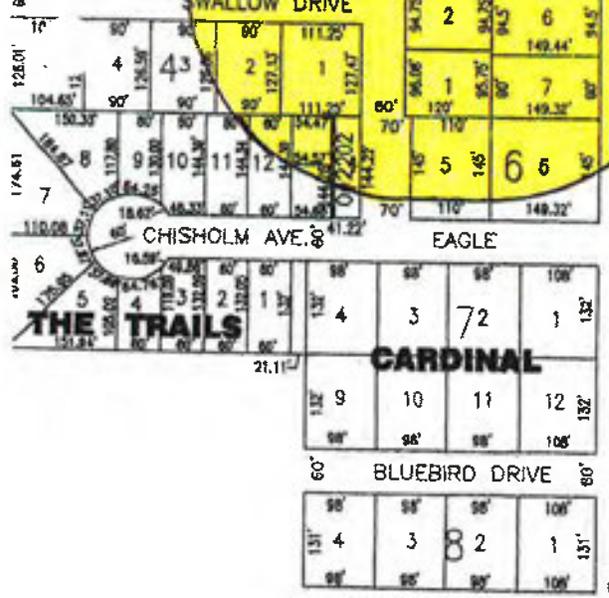
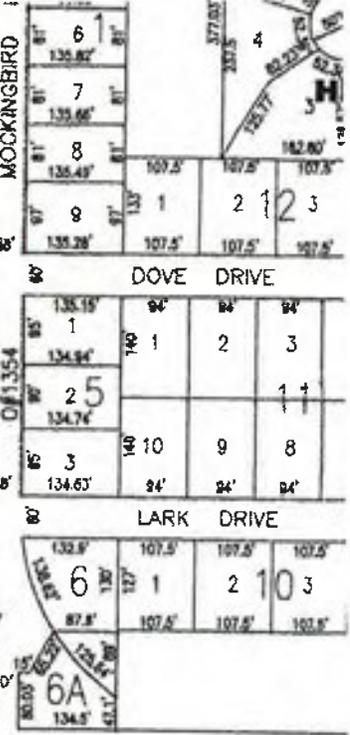
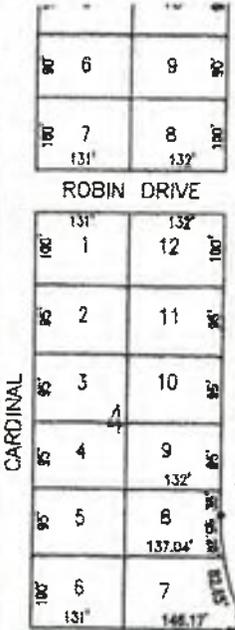
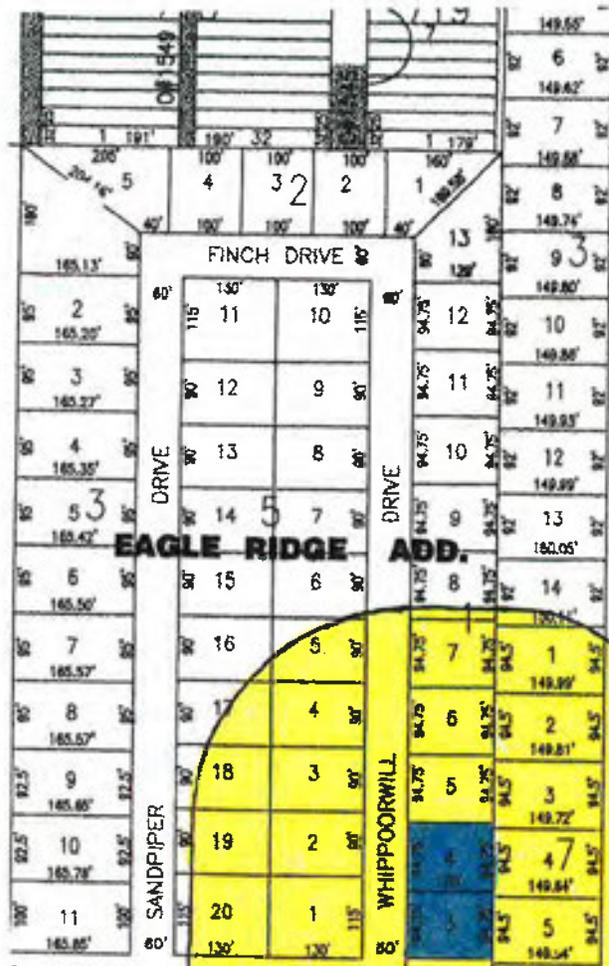
Lot 6, in Block 8, Mockingbird No. 2.

City of McAlester  
McAlester, Oklahoma

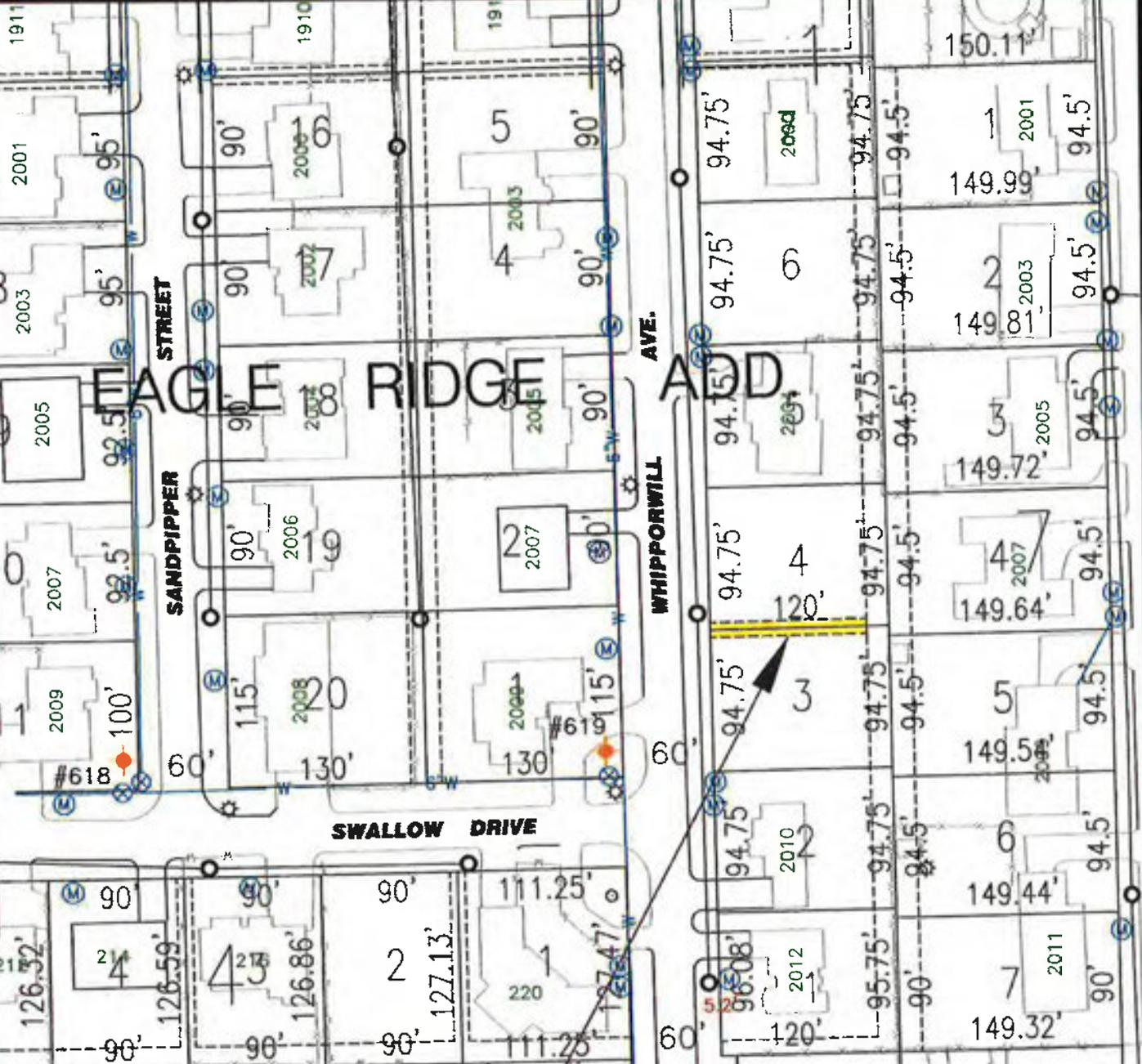
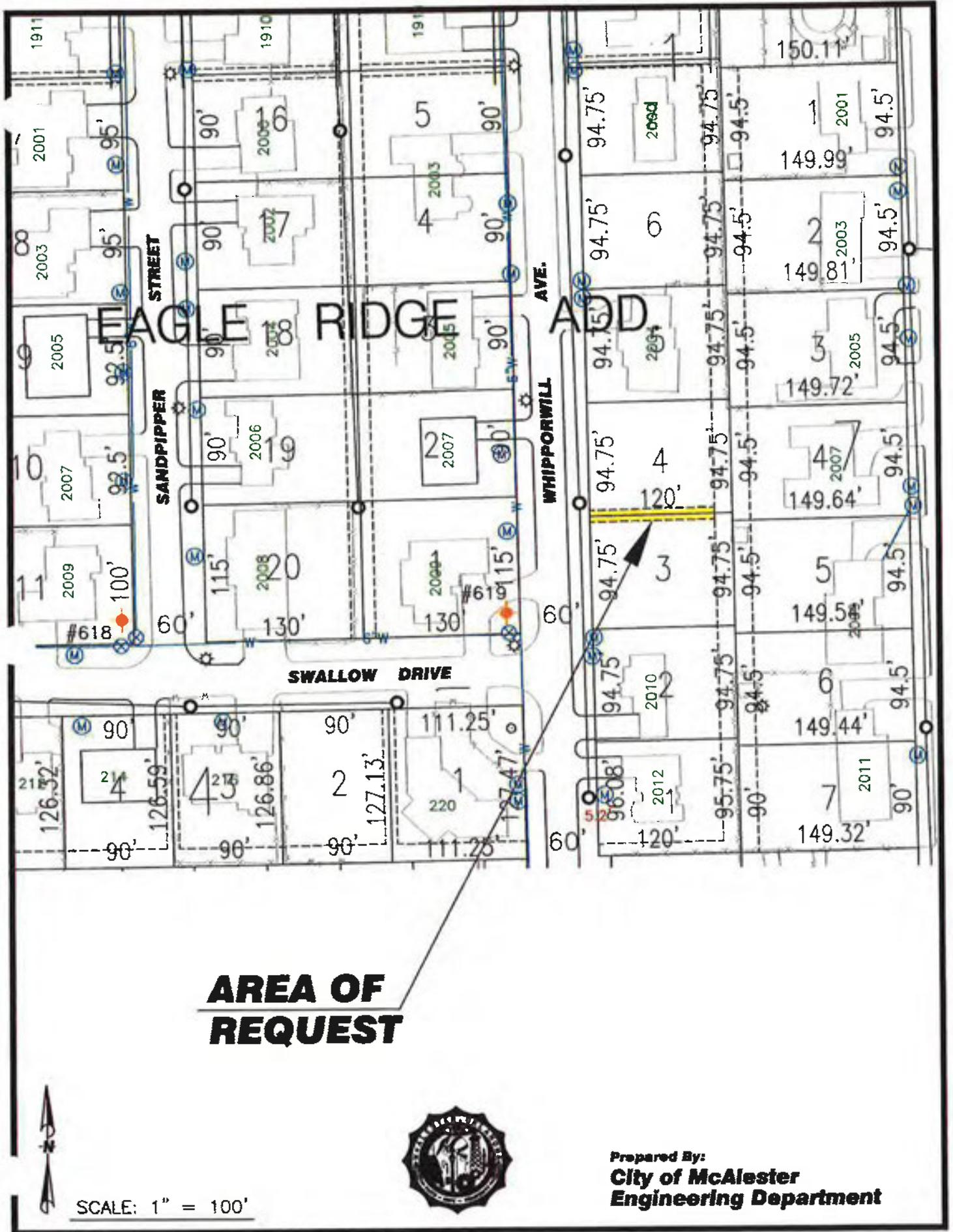
Easements, Alleys, Public Ways.

Pittsburg County Board of  
County Commissioners

Easements, Alleys, Public Ways.



**HARDY SPR**



Prepared By:  
City of McAlester  
Engineering Department



**AREA OF  
REQUEST**



SCALE: 1" = 100'



**Prepared By:  
City of McAlester  
Engineering Department**



**City of McAlester**  
Community & Economic Development

1<sup>st</sup> & Washington & P.O. Box 578 & McAlester, OK 74502 & (918) 423-9300

DATE: Friday, July 10, 2015

TO: Vyve Broadband  
AT&T Corporation  
Centerpoint Energy  
AEP / PSO  
City of McAlester Engineering  
City of McAlester Police Department  
City of McAlester Fire Department

FROM: Leroy Alsup – Director, Community and Economic Development *JA*

RE: Request for Closing - V.E. Case #150

\*\*\*\*\*

A Public Hearing will be held by the McAlester Planning Commission on Tuesday, August 18, 2015 at 6:30 p.m. to hear a request to close the following alleys and streets:

**The Easement that lies in Lots 3 and 4, in Block 1, Eagle Ridge Addition to the City of McAlester, Pittsburg County, State of Oklahoma.**

We would appreciate your comments as to the feasibility of closing the above easement. Written responses should be received no later than Tuesday, August 11, 2015.

A map of the area requested is attached.

Thanks for your attention to this matter.

Leroy Alsup- Director  
(918) 423-9300 ext. 4951

James Schulz - Code Enforcement Inspector  
(918) 423-9300 ext. 4986

Kirk Ridenour- Economic Development Manager  
(918) 423-9300 ext. 4982

George Estrada- Building Inspector  
(918) 423-9300 ext. 4985

Jayme Clifton - Executive Asst./Planning Tech  
(918) 423-9300 ext. 4984

Charley Gilbertson- Plumbing/Electrical Inspector  
(918) 423-9300 ext. 4987

## Aug 27th Special Planning Commission Meeting

Jayne Clifton

**Sent:** Monday, August 03, 2015 1:26 PM

**To:** Brett Brewer; Campbell, Jim D. [jim.campbell@centerpointenergy.com]; Gary Wansick; Magdalena, Sam D. [sam.magdalena@centerpointenergy.com]; pm848@att.net; Rick Knell [rdknell@aep.com]; John Modzelewski

**Cc:** Leroy Alsup

**Attachments:** VE #150 Notice of Special ~1.pdf (53 KB)

Please be advised the Tuesday, August 18th Planning Commission meeting has been changed to a Thursday, August 27th Special Planning Commission meeting at 6:30 p.m., of which notice was previously sent for the easement that lies in Lots 3 and 4, in Block 1, Eagle Ridge Addition to the City of McAlester. The meeting was moved to another date as a result of a foreseeable lack of quorum due a scheduling conflict. Please let me know if you have any questions.

Jayne Clifton

Executive Asst/Planning Tech

City of McAlester

(918)423-9300 Ext 4984

jayne.clifton@cityofmcalester.com



## City of McAlester

Community & Economic Development

1\* & Washington \* P.O. Box 578 \* McAlester, OK 74502 \* (918) 423-9300

July 22, 2015

RE: V.E. Case #150

Dear Property Owner:

An application has been filed with the Community and Economic Development Department, City of McAlester requesting the closing of the following easement:

**The Easement that lies in Lots 3 and 4, in Block 1, Eagle Ridge Addition to the City of McAlester, Pittsburg County, State of Oklahoma.**

A Public Hearing will be held by the McAlester Planning Commission on Thursday, August 27, 2015 at 6:30 p.m. in the City Council Chambers, Municipal Building, located at 28 E. Washington Avenue. At that time, you may submit your views on the matter in person or by representative. You may also write to the Community and Economic Development Department prior to the Public Hearing. Written responses should be received by Tuesday, August 18, 2015.

Please be advised that if the Thursday, August 27, 2015 Special Planning Commission meeting is canceled due to any reason such as but not limited to adverse weather conditions, lack of a quorum, etc. the above Public Hearing will automatically be rescheduled and placed on the agenda for the Tuesday, September 15, 2015 McAlester Planning Commission at 6:30 p.m.

If you know of any interested property owner who, for any reason, has not received a copy of this letter, it would be appreciated if you would inform them of the time and place of the Public Hearing.

Sincerely,

Jayme Clifton  
Planning Technician

Attachment: Area of Request

cc: Steve Harrison, Mayor  
John Titsworth, Second Ward Councilman  
Mark Emmons, Planning Commission Chairman

Leroy Alsop- Director  
(918) 423-9300 ext.4951

Kirk Ridenour- Economic Development Manager  
(918) 423-9300 ext.4982

Jayme Clifton - Executive Asst./Planning Tech  
(918) 423-9300 ext. 4984

James Schulz - Code Enforcement Inspector  
(918) 423-9300 ext. 4986

George Estrada- Building Inspector  
(918) 423-9300 ext. 4985

Charley Gilbertson- Plumbing/Electrical Inspector  
(918) 423-9300 ext. 4987

# PROOF OF PUBLICATION

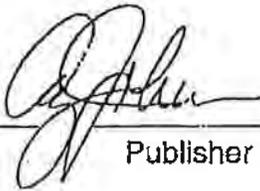
McAlester News-Capital  
500 S. Second, McAlester, OK 74501 • 918-423-1700

I, Amy Johns, am of lawful age, being duly sworn upon oath, deposes and says: That I am publisher of McAlester News-Capital, a daily newspaper printed and published in the City of McAlester, County of Pittsburg, and State of Oklahoma, and that the advertisement referred to, a true and printed copy is hereunto attached, was published in said McAlester News-Capital & in consecutive issues on the following dates to wit:

1st Insertion..... July 26th, 2015  
2nd Insertion..... 2015  
3rd Insertion..... 2015  
4th Insertion..... 2015  
5th Insertion..... 2015

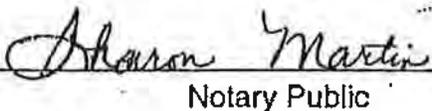
That said newspaper has been published continuously and uninterruptedly in said county during a period one-hundred and four consecutive weeks prior to the publication of the attached notice or advertisement; that it has been admitted to the United States mail as publications (second-class) mail matter, that it has a general paid circulation, and publishes news of general interest, and otherwise conforms with all of the statutes of the State of Oklahoma governing legal publications.

Publication Fee..... \$ 35.40

  
\_\_\_\_\_  
Publisher

SUBSCRIBED and sworn to before me this

27th day of July, 2015.

  
\_\_\_\_\_  
Notary Public



#00002414

My Commission expires: 03/23/16

(Published in the McAlester News-Capital on July 26th, 2015.)

CITY OF  
McALESTER  
NOTICE OF  
HEARING ON  
PETITION TO  
CLOSE PUBLIC  
WAY OR  
EASEMENT

NOTICE IS HEREBY GIVEN to all property owners of the City of McAlester, that a Public Hearing will be held before the McAlester Planning Commission on Thursday, August 27, 2015 at 8:30 p.m. concerning an application filed requesting the closing of the following easement:

The Easement that lies in Lots 3 and 4, in Block 1, Eagle Ridge Addition to the City of McAlester,

Pittsburg County, State of Oklahoma.

Any person wishing to appear in support or opposition to the proposed closing may do so in the Council Chambers, Municipal Building, located at 28 E. Washington Avenue, McAlester, Oklahoma, at the above date and time.

FURTHER NOTICE IS HEREBY GIVEN to all property owners and residents of the City of McAlester, that if the Thursday, August 27, 2015 Special Planning Commission is canceled due to any reason such as but not limited to adverse weather conditions, lack of a quorum, etc. the above Public Hearing will automatically be rescheduled and placed on the agenda for the Tuesday, September 15, 2015 McAlester Planning Commission at 6:30 p.m. s/Cora Middleton, City Clerk  
Date: 07/22/15



101 SW H Avenue  
Lawton, OK 73501  
Phone: (580) 250-5461  
Fax: (580) 250-5424

July 13, 2015

City of McAlester  
Attn: Mr. Leroy Alsup  
Director, Community & Economic Development  
P.O. Box 578  
McAlester, OK 74502

RE: Request For Closing – V.E. Case #150

Dear Sir:

Reference is made to your letter dated July 10, 2015, subject as above:

The easement that lies in Lots 3 and 4, in Block 1, Eagle Ridge Addition to the City of McAlester, Pittsburg County, State of Oklahoma.

CenterPoint Energy Oklahoma Gas does not have any gas facilities within the described areas. Therefore, we would have no objection to the request to close/vacate said alleys/streets.

If you have any questions, please contact Mr. Sam Magdalena, McAlester Operations Supervisor at 918-426-3140.

Sincerely,

A handwritten signature in blue ink that reads "Jim D. Campbell".

Jim D. Campbell  
Engineer Tech

C: Mr. Sam Magdalena, McAlester Operations Supervisor  
Mr. John R. Murphy, PE (MS), McAlester Area Manager  
Mr. Gerald Kolb, Oklahoma District Operations Manager  
Mr. Benji Orem, PE (TX), Engineer, Oklahoma District  
Ms. Yolanda Tipton, CNP Legal, Little Rock, AR

**From:** Clint Mahan [mailto:[cmmahan@aep.com](mailto:cmmahan@aep.com)]  
**Sent:** Friday, July 10, 2015 9:51 AM  
**To:** Jayme Clifton  
**Cc:** Rick Knell; Todd W Monks  
**Subject:** Request for closing V.E. Case #150

Jayme, AEP/PSO will not have any issues with the closing between lot lines of lots 3 and 4 on Whippoorwill Ave, Eagle Ridge Addn. Thank you.

Clint M. Mahan  
Office 918-426-7956  
Audinet 8-718-7956  
Cell 918-953-9241  
E-Mail [cmmahan@aep.com](mailto:cmmahan@aep.com)  
AEP Public Service Company of Oklahoma  
900 E. Electric Ave. McAlester OK 74501

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# McAlester City Council

## AGENDA REPORT

### PULLED FROM AUGUST 25, 2015 MEETING

**Meeting Date:** August 25, 2015      **Item Number:** 3  
**Department:** Community Services  
**Prepared By:** Sheila Norman      **Account Code:** \_\_\_\_\_  
**Date Prepared:** August 11, 2015      **Budgeted Amount:** \$70,000.00  
\_\_\_\_\_      **Exhibits:** 2

#### Subject

Consider and act upon, awarding bid in the amount of \$74,800.00 to McCabe Crane & Sign, LLC. for a new digital marquee sign for the Southeast Expo.

#### Recommendation

Motion to approve the award of bid to McCabe Crane & Sign, LLC.

#### Discussion

On July 11, 2015 sealed bids for a new digital marquee sign for the Southeast Expo were opened in the Council Chambers at City Hall. See bid tabulation sheet attached. After reviewing all the bids, Staff recommends that McCabe Crane & Sign, LLC being the low bidder be awarded the bid.

#### Approved By

	<i>Initial</i>	<i>Date</i>
<b>Department Head</b>	MP	August 11, 2015
<b>City Manager</b>	P. Stasiak <i>PJS</i>	<i>9-3-15</i>



## CONTRACT AGREEMENT

THIS AGREEMENT, made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by and between THE CITY OF McALESTER, hereinafter called "OWNER" and McCABE CRANE & SIGN SERVICES, LLC doing business as a corporation hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete construction of  
**Digital Marquee Sign  
For  
Southeast Expo Center**
2. The CONTRACTOR will furnish all material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within Thirty (30) calendar days after the date of the NOTICE TO PROCEED and will complete the same within 30 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of Seventy Four Thousand Eight Hundred Dollars (\$74,800.00), as shown in the BID FORM.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (a) INVITATION TO BIDS
  - (b) INFORMATION TO BIDDERS
  - (c) BID FORM
  - (j) NON-COLLUSION
  - (m) BUSINESS RELATIONSHIPS AFFIDAVIT
  - (n) NOTICE OF AWARD
  - (p) NOTICE TO PROCEED
  - (q) RELEASE OF CLAIMANTS

**AGREEMENT (continued)**

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in **three (3) copies** each of which shall be deemed and original on the date first above written.

OWNER: CITY OF McALESTER

(SEAL)

By: \_\_\_\_\_

Name: Steve Harrison

Title: Mayor

ATTEST:

\_\_\_\_\_

Name: Cora Middleton

Title: City Clerk

CONTRACTOR:

By:

\_\_\_\_\_

Name

(SEAL)

\_\_\_\_\_

Address:

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_



# McAlester City Council

## AGENDA REPORT

Meeting Date: September 8, 2015 Item Number: 4  
Department: Airport/Public Works  
Prepared By: John C. Modzelewski, P.E., CFM Account Code: \_\_\_\_\_  
Date Prepared: September 3, 2015 Budgeted Amount: \_\_\_\_\_  
Exhibits: 2

### Subject

Consider and act upon, authorizing the Mayor to sign Federal Aviation Administration Grant Offer for Airport Improvement Program Project No. 3-40-0057-013-2015 "Replace Existing Drainage Pipe, Damaged Inlets, Lights, Signs, and Connecting Taxiway Pavement".

### Recommendation

The recommendation is to authorize the Mayor to sign Application for Federal Assistance SF-424 to provide funding for: Project 3-40-0057-013-2015 "Replace Existing Drainage Pipe, Damaged Inlets, Lights, Signs, and Connecting Taxiway Pavement".

### Discussion

This project is identified in the Airport Improvement Program (AIP) as Project 3-40-0057-013-2015. The project was approved by the City Council on December 23, 2014 as a project in the McAlester Regional Airport (MLC) Five Year Capital Improvement Plan. The Mayor's signature, plus the City Attorney's certification must be executed by September 14, 2015 in order for this Grant to be valid.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JCM	09/03/15
City Manager	P. Stasiak 	9-3-15



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Airports Division  
Southwest Region  
Arkansas, Oklahoma

FAA ASW-630  
10101 Hillwood Parkway  
Fort Worth, TX 76177

**AUG 26 2015**

Honorable Steve Harrison  
28 East Washington  
McAlester, OK 74501

Dear Mayor Harrison:

We are enclosing the original and one copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-40-0057-013-2015 at McAlester Regional in McAlester, OK. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than 09/14/2015, in order for the grant to be valid. The date of the attorney's signature must be on or after the date of the sponsor's authorized representative's signature.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. After you properly execute the grant agreement:
  - Return the executed Grant Agreement marked "Original" to our office via US mail or commercial courier.
  - Retain the copy marked "Sponsor" for your records.
- e. Because time is now critical for entering the executed grant into the FAA system, we request you send a copy of the signed agreement to our office by facsimile or email (pdf document) prior to sending the hardcopy document through U.S. mail or commercial courier.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Please note Grant Condition No. 4 requires you to complete the project without undue delay. We will be paying close attention to your progress to ensure proper stewardship of these Federal funds. **You are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for submitting the following reports:

- A signed/dated SF-271, Outlay Report and Request for Reimbursement for Construction Programs, due no later than 90 days after the end of each federal fiscal year in which this grant is open.
- A signed/dated SF 425, Federal Financial Report, due no later than 90 days after the end of each federal fiscal year in which this grant is open.
- Performance Reports due within 30 days of the end of a reporting period as follows:  
An FAA Form 5370-1, Construction Progress and Inspection Report, at least at the end of each fiscal quarter until the construction project is completed. Thereafter, or during periods of inactivity, submit a quarterly performance report at end of the each quarter that the grant is open.
- Attach an invoice summary with each electronic grant payment request submitted in Delphi eInvoicing. Guidance and examples can be found in the [AIP Grant Payment and Sponsor Financial Reporting Policy](http://www.faa.gov/airports/aip/grant_payments/media/AIP-Grant-Payment-Sponsor-Financial-Reporting-Policy.pdf) ([http://www.faa.gov/airports/aip/grant\\_payments/media/AIP-Grant-Payment-Sponsor-Financial-Reporting-Policy.pdf](http://www.faa.gov/airports/aip/grant_payments/media/AIP-Grant-Payment-Sponsor-Financial-Reporting-Policy.pdf)).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the final closeout report documentation as required by your Region/Airports District Office.

Kathy Franklin, (817) 222-5697, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Glenn A. Bolcs  
Manager, Arkansas/Oklahoma  
Airports Development Office

Enclosure (2)



U.S. Department of Transportation  
Federal Aviation Administration



**ORIGINAL**



**GRANT AGREEMENT**

**PART I – OFFER**

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Date of Offer AUG 26 2015

Airport/Planning Area McAlester Regional

AIP Grant Number 3-40-0057-013-2015

DUNS Number 074263849

TO: City of McAlester  
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project **Application dated 8/13/2015** , for a grant of Federal funds for a project at or associated with the McAlester Regional Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the McAlester Regional Airport (herein called the "Project") consisting of the following:

**Improve Airport Drainage; Rehabilitate Taxiway**

which is more fully described in the Project Application.

**NOW THEREFORE**, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

## CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$253,957.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

**\$253,957 for airport development**

2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 30, 2015**, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. **System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or

another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

**B. Requirement for Data Universal Numbering System (DUNS) Numbers**

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).

**10. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

**11. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

**12. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

**13. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

**14. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

**15. Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. May not be increased for a planning project;
- B. May be increased by not more than 15 percent for development projects;
- C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

- 16. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
- 17. Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.
- 18. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
    - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
    - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
- 19. Trafficking in Persons.**
- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
    - 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
    - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
    - 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
  - B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
    - 1. Is determined to have violated the Prohibitions; or
    - 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
      - a. Associated with performance under this agreement; or
      - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.
- 20. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 08/11/2004 is submitted with the project application and made part of this grant agreement.

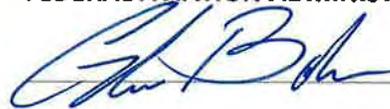
- 21. DBE Plan.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this grant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.
- 22. Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will
- A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
  - B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
  - C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
    1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
      - a. Location of all runways, taxiways, and aprons;
      - b. Dimensions;
      - c. Type of pavement, and;
      - d. Year of construction or most recent major rehabilitation.
    2. Inspection Schedule.
      - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
      - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
    3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
      - a. Inspection date;
      - b. Location;
      - c. Distress types; and
      - d. Maintenance scheduled or performed.
    4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
- 23. Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA.

The Sponsor understands that:

- A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
- B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;
- C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



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*Glenn A. Boles*

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*Manager, Arkansas/Oklahoma  
Airports Development Office*

**PART II - ACCEPTANCE**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Executed this \_\_\_\_\_ day of \_\_\_\_\_,

City of McAlester  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Designated Official Representative)*

**By:** \_\_\_\_\_  
*(Typed Name of Sponsor's Designated Official Representative)*

**Title:** \_\_\_\_\_  
*(Title of Sponsor's Designated Official Representative)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of \_\_\_\_\_. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ (location) this \_\_\_\_\_ day of \_\_\_\_\_,

**By:** \_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Application for Federal Assistance SF-424**

<b>1. Type of Submission</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	<b>* 2. Type of Application</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	<b>* If Revision, select appropriate letter(s):</b> - Select One -  * Other (Specify)
<b>* 3. Date Received:</b> 8/14/15		<b>4. Application Identifier:</b>
<b>5a. Federal Entity Identifier:</b> 3-40-0057-013-2015		<b>* 5b. Federal Award Identifier:</b>
<b>State Use Only:</b>		
<b>6. Date Received by State:</b>		<b>7. State Application Identifier:</b>
<b>8. APPLICANT INFORMATION:</b>		
<b>* a. Legal Name:</b> City of McAlester		
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 73-6005314		<b>*c. Organizational DUNS:</b> 074263849
<b>d. Address:</b>		
<b>* Street1:</b> 28 East Washington <b>Street 2:</b> P.O. Box 578 <b>* City:</b> McAlester <b>County:</b> Pittsburg <b>* State:</b> Oklahoma <b>Province:</b> <b>Country:</b>		
<b>*Zip/ Postal Code:</b> 74502		
<b>e. Organizational Unit:</b>		
<b>Department Name:</b>		<b>Division Name:</b>
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
<b>Prefix:</b>		<b>First Name:</b> John
<b>Middle Name:</b>		
<b>* Last Name:</b> Modzelewski		
<b>Suffix:</b>		
<b>Title:</b> City Engineer/Public Works Director		
<b>Organizational Affiliation:</b> City of McAlester		
<b>* Telephone Number:</b> (918) 423-9300		<b>Fax Number:</b>
<b>* Email:</b> john.modzelewski@cityofmcalester.com		

**Application for Federal Assistance SF-424**

\*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

\* Other (specify):

\* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

\*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

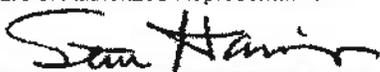
14. Areas Affected by Project (Cities, Counties, States, etc.):

City of McAlester, Pittsburg County, Oklahoma

\* 15. Descriptive Title of Applicant's Project:

Replace Existing Drainage Pipe, Damaged Inlets, Lights, Signs, and Connecting Taxiway Pavement

**Attach supporting documents as specified in agency instructions.**

<b>Application for Federal Assistance SF-424</b>	
<b>16. Congressional Districts Of:</b>	
*a. Applicant: OK-2	*b. Program/Project: OK-2
Attach an additional list of Program/Project Congressional Districts if needed.	
<b>17. Proposed Project:</b>	
*a. Start Date: 09/17/2015	*b. End Date: 11/30/2015
<b>18. Estimated Funding (\$):</b>	
*a. Federal	253,957.00
*b. Applicant	29,208.00
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	283,165.00
<b>19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____	
<input checked="" type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input type="checkbox"/> c. Program is not covered by E.O. 12372	
<b>20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)</b>	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
<b>Authorized Representative:</b>	
Prefix:	*First Name: Steve
Middle Name:	
*Last Name: Harrison	
Suffix:	
*Title: Mayor	
*Telephone Number: (918) 423-2500	Fax Number:
* Email: steve.harrison@cityofmcalester.com	
*Signature of Authorized Representative: 	*Date Signed: 8/13/15

**Application for Federal Assistance SF-424**

Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

N/A

## Application for Federal Assistance (Development Projects)

### PART II – PROJECT APPROVAL INFORMATION

SECTION A	
<p><b>Item 1.</b> Does this assistance request require State, local, regional, or other priority rating?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Governing Body:</p> <p>Priority:</p>
<p><b>Item 2.</b> Does this assistance request require State, or local advisory, educational or health clearances?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Agency or Board:</p> <p>(Attach Documentation)</p>
<p><b>Item 3.</b> Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(Attach Comments)</p>
<p><b>Item 4.</b> Does this assistance request require State, local, regional, or other planning approval?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Approving Agency:</p> <p>Date:</p>
<p><b>Item 5.</b> Is the proposal project covered by an approved comprehensive plan?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Check one: State <input type="checkbox"/></p> <p style="padding-left: 100px;">Local <input type="checkbox"/></p> <p style="padding-left: 100px;">Regional <input type="checkbox"/></p> <p>Location of Plan:</p>
<p><b>Item 6.</b> Will the assistance requested serve a Federal installation?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation:</p> <p>Federal Population benefiting from Project:</p>
<p><b>Item 7.</b> Will the assistance requested be on Federal land or installation?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation:</p> <p>Location of Federal Land:</p> <p>Percent of Project:        %</p>
<p><b>Item 8.</b> Will the assistance requested have an impact or effect on the environment?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(See instructions for additional information to be provided.)</p>
<p><b>Item 9.</b> Will the assistance requested cause the displacement of individuals, families, businesses, or farms?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Number of:</p> <p style="padding-left: 20px;">Individuals:</p> <p style="padding-left: 20px;">Families:</p> <p style="padding-left: 20px;">Businesses:</p> <p style="padding-left: 20px;">Farms:</p>
<p><b>Item 10.</b> Is there other related Federal assistance on this project previous, pending, or anticipated?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(See instructions for additional information to be provided.)</p>

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The City of McAlester has land use zoning and most of the land adjacent the airport is within the city limits. The airport is also protected by a Height Zoning Ordinance that protects the land use and airspace around the airport. The City encourages the County to take reasonably appropriate action to restrict the use of land adjacent and in the vicinity of the airport to activities and purposes com

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

**4. Consistency with Local Plans** – The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

**6. Consultation with Users** – In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

Yes

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

Fee simple title to Tracts 1 through 4 as shown on Exhibit A, dated 8/11/04 and Avigation Easement for Tracts 5 thru 8. Title to above Tracts was approved under previous FAA projects. Status of Title has not changed since approval. Fee Simple Title will be acquired for Tracts 9 thru 14. Avigation Easements will be acquired for Tracts 15 and 16.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land\* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

None

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

None

\*State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III - BUDGET INFORMATION - CONSTRUCTION****SECTION A - GENERAL**1. Federal Domestic Assistance Catalog No..... 20.106

2. Functional or Other Breakout..... \_\_\_\_\_

**SECTION B - CALCULATION OF FEDERAL GRANT**

Land Acquisition – Runway Extension Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense (Advertising)	\$	\$	400 ✓
2. Preliminary expense (EPD, Env., DBE)			13,500 ✓
3. Land, structures, right-of-way (Survey)			3,200 ✓
4. Architectural engineering basic fees			29,640 ✓
5. Other Architectural engineering fees			
6. Project inspection fees			15,000 ✓
7. Land development			
8. Relocation Expenses (Construction Testing)			11,600 ✓
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			209,825 ✓
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			283,165
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			283,165
17. Less: Ineligible Exclusions (Insurance)			990
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			282,175
20. Federal Share requested of Line 19			253,957
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			253,957
23. Grantee share			29,208
24. Other shares (STATE)			
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$283,165

<b>SECTION C -- EXCLUSIONS</b>		
Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. <b>Totals</b>	\$	\$
<b>SECTION D -- PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>		
<b>27. Grantee Share</b>		
a. Securities		\$
b. Mortgages		
c. Appropriations (By Applicant)		29,208.00
d. Bonds		
e. Tax Levies		
f. Non Cash		
g. Other (Explain)		
h. TOTAL - Grantee share		29,208.00
<b>28. Other Shares</b>		
a. State		
b. Other		
c. Total Other Shares		0.00
<b>29. TOTAL</b>		\$ 29,208.00
<b>SECTION E -- REMARKS</b>		
<p>The following documents are attached hereto and incorporated herein:</p> <ol style="list-style-type: none"> <li>1. Property Map, Exhibit A, dated August 11, 2004.</li> <li>2. Part V Assurances</li> <li>3. The FAA approved plans and specifications are incorporated by reference.</li> </ol>		

**PART IV -- PROGRAM NARRATIVE (Attach -- See Instructions)**

## PART IV - PROGRAM NARRATIVE

**PROJECT:** Replace Existing Drainage Pipe, Damaged Inlets, Lights, Signs, and Connecting Taxiway Pavement

**AIRPORT:** McAlester Regional Airport, McAlester, Oklahoma

**1. Objective:**

The objective is to replace an existing drainage pipe that has failed and the damage to inlets, lights, signs, and taxiway pavement associated with it.

**2. Benefits Anticipated:**

This project will enhance the safety of aircraft operations by providing a much safer surface for taxiing. The existing drainage was not designed correctly, and damage has been done to existing pavement, inlets, lights, and signs due to the washout. Taxiway pavement has begun to crack and fail over the existing drainage pipe. The washed out areas and sink holes will be graded correctly and will provide enhanced safety to aircraft and airport employees that use the area.

**3. Approach:** *(See approved Scope of Work in final Application)*

The affected areas will be re-graded as required; utilities will be relocated as necessary. The pavement areas will be closed to aircraft during construction.

**4. Geographic Location:**

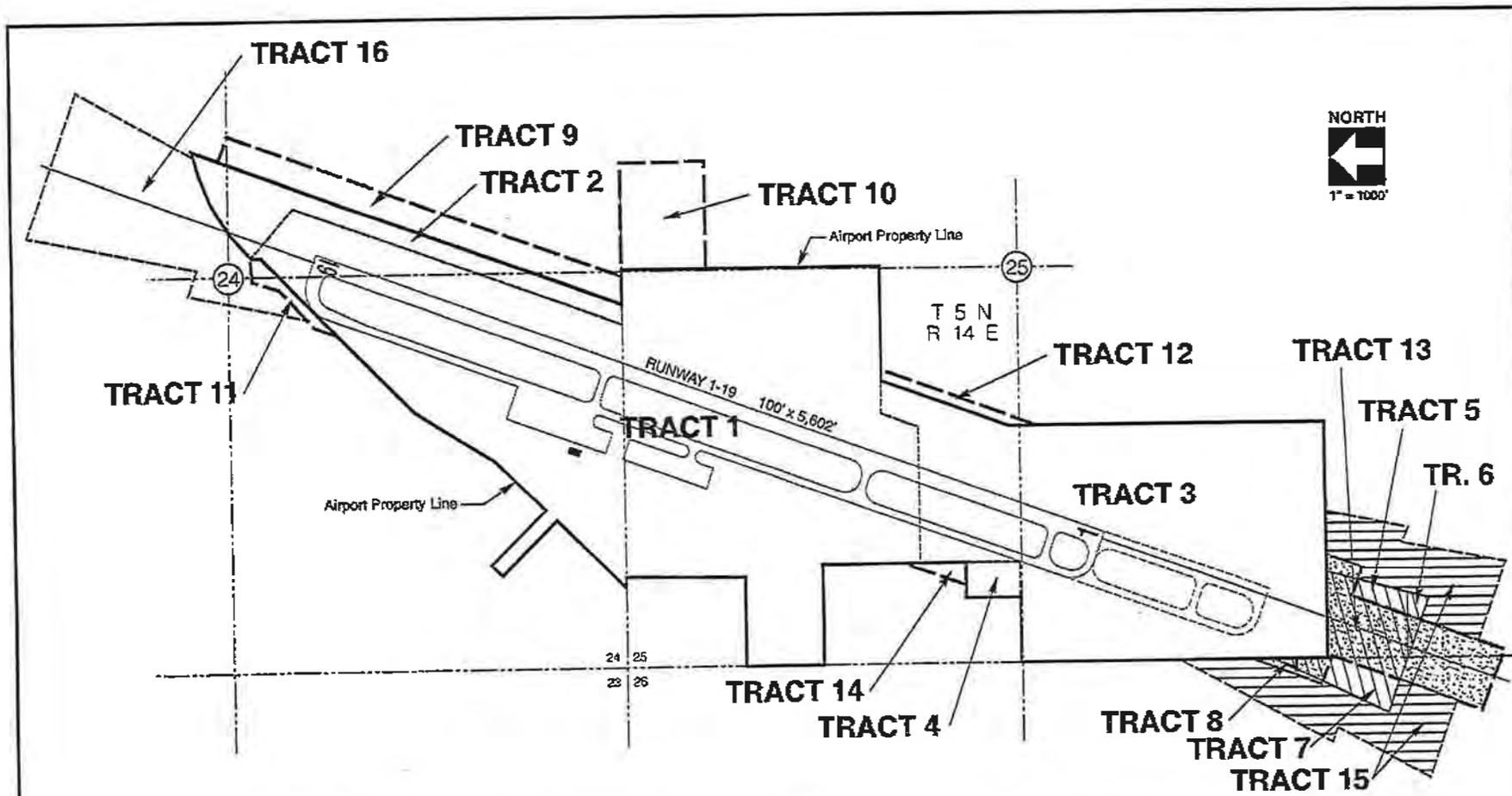
The development items discussed above are all located within existing airport property, near existing taxiway pavement south of the terminal building.

**5. If Applicable, Provide Additional Information:**

This project will be designed and constructed under an FY2015 grant.

**6: Sponsor's Representative:** *(incl. address & tel. no.)*

Butch Mellor, Airport Manager  
P.O. Box 578  
McAlester, OK 74502  
918-429-9400



Tract No.	FAA Proj. No.	Property Interest	Acreage	Date Purchased	Tract No.	FAA Proj. No.	Property Interest	Acreage	Date Purchased
1	9-34-038-001	Fee Simple	155	02-27-69	9	--	Future Fee	11.1	To Be Acquired
2	9-34-038-C905	Fee Simple	12.87	06-20-69	10	--	Future Fee	9.2	To Be Acquired
3	9-34-038-C905	Fee Simple	91.10	06-20-69	11	--	Future Fee	1.3	To Be Acquired
4	9-34-038-C905	Fee Simple	2.48	06-20-69	12	--	Future Fee	1.5	To Be Acquired
5	9-34-038-C905	Easement	6.63	06-20-69	13	--	Future Fee	13.4	To Be Acquired
6	9-34-038-C905	Easement	0.7	06-20-69	14	--	Future Fee	0.7	To Be Acquired
7	9-34-038-C905	Easement	3.31	06-20-69	15	--	Future Runway Prot. Zone Esmt	23.0	To Be Acquired
8	9-34-038-C905	Easement	0.05	06-20-69	16	--	Future Runway Prot. Zone Esmt	26.3	To Be Acquired

PM00001194  
Source: Bernard Dunukony Co. LLP

**LBR Inc. Airport Consultants**  
Wiley Post Airport  
Bethany, Oklahoma

**McALESTER REGIONAL AIRPORT**  
McALESTER, OKLAHOMA

**EXHIBIT A - PROPERTY MAP**

SCALE 1" = 1000'	DATE 08.11.04	DRAWING NUMBER PM-1
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## **ASSURANCES**

### **AIRPORT SPONSORS**

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#### **A. General.**

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### **B. Duration and Applicability.**

##### **1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### **2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### **3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### **C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

##### **1. General Federal Requirements.**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

## FEDERAL LEGISLATION

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>  
Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- t. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- y. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

## EXECUTIVE ORDERS

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

#### FEDERAL REGULATIONS

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4,5,6</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1,2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>

- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

### **FOOTNOTES TO ASSURANCE C.1.**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

#### **2. Responsibility and Authority of the Sponsor.**

##### **a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

##### **b. Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

#### **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft

rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

#### 24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

#### 25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
    - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

## 27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied).

## 28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

#### **29. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing:
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
    - a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

#### **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

**32. Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated March 20, 2014 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA  
Airports**

## Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/11/2015

View the most current versions of these ACs and any associated changes at:  
<http://www.faa.gov/airports/resources/advisorycirculars>

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

PLANS ET	TITLE
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures

NUMBER	TITLE
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

**THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY**

Updated: 3/7/2014

NUMBER	TITLE
150/5100-14E	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D	Construction Progress and Inspection Report – Airport Improvement Program (AIP)
150/5370-12A	Quality Control of Construction for Airport Grant Projects



# McAlester City Council

## AGENDA REPORT

### PULLED FROM AUGUST 11, 2015 MEETING

Meeting Date:	<u>August 11, 2015</u>	Item Number:	<u>5</u>
Department:	<u>Airport/Public Works</u>	Account Code:	<u></u>
Prepared By:	<u>John C. Modzelewski, P.E.,CFM</u>	Budgeted Amount:	<u></u>
Date Prepared:	<u>August 5, 2015</u>	Exhibits:	<u>3</u>

#### Subject

Consider and act, upon authorizing the Mayor to sign a contract between the City of McAlester and Bronze Oak, LLC, to construct the following McAlester Regional Airport improvements: Replace Existing Drainage Pipe, Damaged Inlets, Lights, Signs, and Connecting Taxiway Pavement". Project 3-40-0057-013-2015.

#### Recommendation

The recommendation is to authorize the Mayor to sign a contract between the City of McAlester and Bronze Oak, LLC, to construct the following McAlester Regional Airport improvements: "Replace Existing Drainage Pipe, Damaged Inlets, Lights, Signs, and Connecting Taxiway Pavement", Project 3-40-0057-013-2015, for an amount of \$209,825.50.

#### Discussion

This project is identified in the Airport Improvement Program (AIP) as Project 3-40-0057-013-2015. The project was approved by the City Council on December 23, 2014 as a project in the McAlester Regional Airport (MLC) Five Year Capital Improvement Plan. The project was advertised on June 9, 2015 and June 14, 2015. Bids were received from three contractors on Tuesday, June 30, 2015. The City's Consultant, LBR Inc. Airport Consultants reviewed all bids. LBR recommends Bronze Oak, LLC be awarded the contract "Replace Existing Drainage Pipe, Damaged Inlets, Lights, Signs, and Connecting Taxiway Pavement", subject to the successful completion of Supplemental Agreement Number 1, which increases the scope of work and establishes the construction cost to be in the amount of \$209,825.20.

#### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	JCM	08/05/15
City Manager	P. Stasiak <i>PJS</i>	9-3-15



# LBR Inc. Airport Consultants

August 5, 2015

John Modzelewski, P.E., CFM  
City Engineer / Public Works Director  
City of McAlester  
28 East Washington Avenue  
McAlester, Oklahoma 74501

Mr. Modzelewski;

Bids for FAA AIP 3-40-0057-013-2015 to "Replace Existing Drainage Pipe, Damaged Inlets, Lights, Signs, and Connecting Taxiway Pavement" at the McAlester Regional Airport were received at 10:30 AM on Tuesday, June 30, 2015. The project was advertised on June 9 and 14 with the mandatory pre-bid conference being held on June 22, at 10:00 AM.

There were three bidders presenting proposals; Contech, Katcon, and Bronze Oak. The staff at LBR Inc. has reviewed the bids along with City and FAA staff. The bid from Bronze Oak, LLC for Base Bid A of \$186,218.00, was the lowest bid received. This contractor has proven to be responsible and qualified on past projects.

Changes required by FAA staff after the project was bid have changed the geometry of the connecting taxiway from the existing configuration to one that meets the current FAA standards. This change has actually increased the size of the taxiway, and thus increased the quantities for the project. Supplemental Agreement #1 reflects these changes.

LBR recommends that the Base Bid A be awarded to Bronze Oak, LLC in the amount of \$186,218.00, contingent upon successful execution of Supplemental Agreement #1 which increases the amount to a total contract cost of \$209,825.20.

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

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

Respectfully Submitted,

Jed Banks, P.E., President

Encl: Bid Tab  
Supplemental Agreement #1

**BID TABULATION**

AIP 3-40-0057-013-2016  
 Replace Existing Drainage Pipe, Damaged Inlets, Lights, Signs, and Connecting  
 Taxiway Pavement

Bids Were Opened at City Hall-Council Chambers, Municipal Building, 28 East  
 Washington, McAlester, Oklahoma 74501, at 10:30 A.M. on June 30th, 2015

McAlester Regional Airport, McAlester, Oklahoma

Item	Description	Quantity	Unit	Ratcon		Contech		Bronze Oak		Engineer's Estimate LBR Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
<b>BASE BID A-Single Lift PCC Concrete Pavement</b>											
1	Traffic Maintenance	1	L.S.	\$5,131.00	\$5,131.00	\$26,000.00	\$26,000.00	\$28,300.00	\$28,300.00	\$26,000.00	\$26,000.00
2	Mobilization, Hoops, Permits, and Temporary Erosion Control	1	L.S.	10,000.00	10,000.00	20,000.00	20,000.00	26,700.00	26,700.00	50,000.00	50,000.00
3	Saw Cut - Full Depth Asphalt or Concrete	53	LI	25.50	1,402.50	10.00	530.00	15.00	825.00	20.00	1,100.00
4	Break-Up, Removal, and Disposal of Existing Pavement - Material and Thickness May Vary - Waste Off Airport Property	56	SY	16.10	9,016.00	36.00	2,016.00	11.50	6,430.00	18.00	1,008.00
5	Unclassified Excavation - Strip Topsoil 6" Thick, Stockpile or Waste on Airport Property	70	CY	39.55	2,768.50	30.00	2,100.00	22.00	1,540.00	40.00	2,800.00
6	Unclassified Excavation - Normal Excavation to Required Grades	83	CY	28.75	2,433.25	40.00	3,200.00	22.00	1,820.00	40.00	3,200.00
7	Embankment in Place - Normal Embankment to Required Grades	15	CY	43.30	6,495.00	50.00	7,500.00	30.00	4,500.00	30.00	4,500.00
8	Embankment in Place - Replace Topsoil 6" Thick	83	CY	33.30	2,763.90	40.00	3,200.00	11.00	923.00	30.00	2,550.00
9	Remove Existing 24 Inch CMP Storm Sewer Pipe, Waste Off Airport Property	10	LF	53.73	537.30	40.00	400.00	12.00	120.00	30.00	300.00
10	Provide and Install 24" RCP - Type III, Storm Sewer	300	LF	308.86	92,658.00	300.00	90,000.00	165.00	49,500.00	350.00	105,000.00
11	Modify Existing Storm Sewer Inlet as Shown on the Plans	1	Each	3,505.00	3,505.00	3,000.00	3,000.00	2,800.00	2,800.00	3,500.00	3,500.00
12	Form and Place 6" Structural Concrete Frame Around Existing Drainage Structure	6	CY	160.00	960.00	400.00	2,400.00	610.00	3,660.00	75.00	450.00
13	Form and Place 12 Inch Type III and Up Rip-Rap	45	SY	25.42	1,143.90	30.00	1,350.00	166.00	7,470.00	25.00	1,125.00
14	Form and Place CLSM Around Existing Drainage Structure	4	CY	186.43	745.72	350.00	1,225.00	365.00	1,460.00	49.00	223.00
15	Construct 14" P-SOI Portland Cement Concrete Surface Course, with Joints	330	SY	157.80	52,094.00	200.00	66,000.00	99.50	32,835.00	130.00	42,900.00
16	Permanent Runway and Taxiway Painting with Reflective Media (White or Yellow Paint)	80	SF	14.70	1,176.00	12.00	960.00	16.00	1,280.00	10.00	800.00
17	Permanent Runway and Taxiway Painting without Reflective Media (Black Paint)	160	SF	14.70	2,352.00	12.00	1,920.00	16.00	2,560.00	10.00	1,600.00
18	Paint Removal	60	SF	1.15	69.00	65.00	3,900.00	1.25	75.00	10.00	600.00
19	Solid Slab Bermuda Grass Seeding (Including Fertilizer and Watering)	600	SY	10.12	6,072.00	5.00	3,000.00	3.60	2,160.00	12.00	7,200.00
20	Seeding (Permanent or Temporary) Including Fertilizer and Watering	0	AC	1,497.00	0.00	10,000.00	0.00	7,360.00	736.00	15,000.00	1,500.00
21	Construct 6" x 24" Trench with Backfill For 2" PVC	250	LI	10.20	2,550.00	5.20	1,300.00	4.60	1,150.00	5.00	1,250.00
22	Form and Install Lighting Cable - No. 8 AWG, 5 KV, 1/4" Type C, Stranded	390	LF	4.96	1,934.40	5.20	2,028.00	1.70	663.00	3.70	1,427.10
23	Form and Install 2" Schedule 40 PVC Conduit, In Trench	250	LI	4.50	1,125.00	4.60	1,150.00	3.90	975.00	4.25	1,062.50
24	Remove, Store, and Re-Install Existing Taxiway Edge Light on New PCC Pads	6	Each	282.50	1,695.00	1,000.00	6,000.00	1,350.00	8,100.00	430.00	2,580.00
25	Remove, Store, and Re-Install Existing 2 Panel Guidance Signs on New PCC Pads	2	Each	282.50	565.00	3,000.00	6,000.00	1,760.00	3,520.00	3,200.00	6,400.00
26	Remove, Store, and Re-Install Existing Duct Markers	2	Each	282.50	565.00	350.00	700.00	37.00	74.00	50.00	100.00
27	Insurance Premium to Add City & Engineer as Additional Insureds to Contractor's Liability Policy	1	L.S.	470.00	470.00	0.00	0.00	950.00	950.00	500.00	500.00
<b>Total Base Bid A</b>					<b>\$219,267.50</b>		<b>\$227,718.00</b>		<b>\$186,218.00</b>		<b>\$360,209.50</b>

<b>Base Bid B- Multi-Lift PCC Concrete Pavement</b>											
1	Traffic Maintenance	1	L.S.	\$15,250.00	\$15,250.00	\$26,000.00	\$26,000.00	\$28,300.00	\$28,300.00	\$26,000.00	\$26,000.00
2	Mobilization, Hoops, Permits, and Temporary Erosion Control	1	L.S.	10,000.00	10,000.00	20,000.00	20,000.00	26,700.00	26,700.00	50,000.00	50,000.00
3	Saw Cut - Full Depth Asphalt or Concrete	53	LI	25.50	1,402.50	10.00	530.00	15.00	825.00	20.00	1,100.00
4	Break-Up, Removal, and Disposal of Existing Pavement - Material and Thickness May Vary - Waste Off Airport Property	56	SY	16.10	9,016.00	36.00	2,016.00	11.50	6,430.00	18.00	1,008.00
5	Unclassified Excavation - Strip Topsoil 6" Thick, Stockpile or Waste on Airport Property	70	CY	39.55	2,768.50	30.00	2,100.00	22.00	1,540.00	40.00	2,800.00
6	Unclassified Excavation - Normal Excavation to Required Grades	55	CY	28.75	1,581.25	30.00	1,650.00	22.00	1,210.00	40.00	2,200.00
7	Embankment in Place - Normal Embankment to Required Grades	15	CY	43.30	6,495.00	50.00	7,500.00	30.00	4,500.00	30.00	4,500.00
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9	Remove Existing 24 Inch CMP Storm Sewer Pipe, Waste Off Airport Property	10	LF	53.73	537.30	40.00	400.00	12.00	120.00	30.00	300.00
10	Provide and Install 24" RCP - Type III, Storm Sewer	300	LF	308.86	92,658.00	300.00	90,000.00	165.00	49,500.00	350.00	105,000.00
11	Modify Existing Storm Sewer Inlet as Shown on the Plans	1	Each	3,505.00	3,505.00	3,000.00	3,000.00	2,800.00	2,800.00	3,500.00	3,500.00
12	Form and Place 6" Structural Concrete Frame Around Existing Drainage Structure	6	CY	160.00	960.00	400.00	2,400.00	610.00	3,660.00	75.00	450.00
13	Form and Place 12 Inch Type III and Up Rip-Rap	45	SY	25.42	1,143.90	30.00	1,350.00	166.00	7,470.00	25.00	1,125.00
14	Form and Place CLSM Around Existing Drainage Structure	4	CY	186.43	745.72	350.00	1,225.00	365.00	1,460.00	49.00	223.00
15	Time Delivered to the Site, Excl at 6% by Weight	4	Tons	214.70	858.80	300.00	1,260.00	368.00	1,472.00	220.00	880.00
16	Construct 4" Lane Treated Subgrade	380	SY	17.80	6,764.00	23.00	8,740.00	46.00	17,480.00	18.00	6,840.00
17	Type I Portland Cement Delivered to Site, Excl at 2% of Snd Dry Weight	10	Tons	316.75	3,167.50	300.00	950.00	276.00	2,760.00	250.00	7,900.00
18	Construct Soil-Cement Base Course, 4 Inches Thick	140	SY	17.80	2,492.00	20.00	2,800.00	37.00	5,180.00	18.00	2,520.00
19	Construct 14" Lean Concrete Base Course	330	SY	28.25	9,322.50	173.00	5,971.50	36.00	11,880.00	50.00	16,500.00
20	Bituminous Prime Coat - Excl at 0.25 Gal / SY	83	Gal	29.00	2,407.00	30.00	2,490.00	7.40	614.20	9.00	747.00
21	Construct 6" P-SOI Portland Cement Concrete Surface Course, with Joints	330	SY	90.35	29,815.50	140.00	12,600.00	52.00	17,160.00	100.00	33,000.00
22	Permanent Runway and Taxiway Painting with Reflective Media (White or Yellow Paint)	80	SF	15.00	1,200.00	12.00	960.00	16.00	1,280.00	10.00	800.00
23	Permanent Runway and Taxiway Painting without Reflective Media (Black Paint)	160	SF	15.00	2,400.00	12.00	1,920.00	16.00	2,560.00	10.00	1,600.00
24	Paint Removal	60	SF	1.12	67.20	65.00	3,900.00	1.25	75.00	10.00	600.00
25	Solid Slab Bermuda Grass Seeding (Including Fertilizer and Watering)	600	SY	10.12	6,072.00	5.00	3,000.00	3.60	2,160.00	12.00	7,200.00
26	Seeding (Permanent or Temporary) Including Fertilizer and Watering	0	AC	1,497.00	0.00	10,000.00	0.00	7,360.00	736.00	15,000.00	1,500.00
27	Construct 6" x 24" Trench with Backfill For 2" PVC	250	LI	10.20	2,550.00	5.20	1,300.00	4.60	1,150.00	5.00	1,250.00
28	Form and Install Lighting Cable - No. 8 AWG, 5 KV, 1/4" Type C, Stranded	390	LF	4.96	1,934.40	5.20	2,028.00	1.70	663.00	3.70	1,427.10
29	Form and Install 2" Schedule 40 PVC Conduit, In Trench	250	LI	4.50	1,125.00	4.60	1,150.00	3.90	975.00	4.25	1,062.50
30	Remove, Store, and Re-Install Existing Taxiway Edge Light on New PCC Pads	6	Each	282.50	1,695.00	1,000.00	6,000.00	1,350.00	8,100.00	430.00	2,580.00
31	Remove, Store, and Re-Install Existing 2 Panel Guidance Signs on New PCC Pads	2	Each	282.50	565.00	3,000.00	6,000.00	1,760.00	3,520.00	3,200.00	6,400.00
32	Remove, Store, and Re-Install Existing Duct Markers	2	Each	282.50	565.00	350.00	700.00	37.00	74.00	50.00	100.00
33	Insurance Premium to Add City & Engineer as Additional Insureds to Contractor's Liability Policy	1	L.S.	470.00	470.00	0.00	0.00	950.00	950.00	500.00	500.00
<b>Total Base Bid B</b>					<b>\$230,812.50</b>		<b>\$300,218.00</b>		<b>\$218,614.00</b>		<b>\$375,854.50</b>

**SUPPLEMENTAL AGREEMENT NO. 1**

1. Sponsor's (Public Agency) Name and Address  
 City of McAlester  
 28 East Washington Avenue  
 McAlester, Oklahoma 74501

2. Name of Airport McAlester Regional Airport	3. Project Numbers FAA AIP 3-40-0057-013-2015	4. Date Prepared - Prepared by: 7/27/2015- Tyler McDonald
--	--	--

5. Name and Address of Contractor  
 Bronze Oak, LLC  
 8218 East 121st  
 Bixby, Oklahoma, 74008

6. Description of Work Included In Contract  
 "Replace Existing Drainage Pipe, Damaged Inlets, Lights, Signs, and Connecting Taxiway Pavement"

7. Changes Ordered and Reason Ordered (List individual changes as A, B, C, D etc.)  
 A. Through G. - The quantities are adjusted for the new pavement geometry as required by the FAA.

8. Contract Changes	Bid Item No.	Original Estimated Quantity	Contract Unit Price	Revised Estimated Quantity	Negotiated C.O. Unit Price	Original Estimated Cost	Revised Estimated Cost
Base Bid							
A.	5	70	\$22.00	75	\$22.00	\$1,540.00	\$1,650.00
B.	6	85	\$22.00	150	\$22.00	\$1,870.00	\$3,300.00
C.	7	15	\$50.00	45	\$50.00	\$750.00	\$2,250.00
D.	8	85	\$11.00	55	\$11.00	\$935.00	\$605.00
E.	15	330	\$90.50	545	\$90.50	\$29,865.00	\$49,322.50
F.	16	80	\$18.00	110	\$18.00	\$1,280.00	\$1,760.00
G.	17	180	\$16.00	220	\$16.00	\$2,580.00	\$3,520.00
Total:						\$38,800.00	\$62,407.50

9. Original Contract Amount \$186,218.00  
 Supplemental Agreement #1 \$23,607.50  
 New Contract Amount After SA #1 \$209,825.50

10. Original Contract Time: 25 workdays      New Contract time: 25 workdays

This Change Order Subject to All Original Contract Provisions.

11. ISSUED FOR REASONS INDICATED ABOVE

 Signature	Consultant Title	7/27/2015 Date
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12. ACCEPTED BY SPONSOR

_____ Signature	_____ Title	_____ Date
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13. ACCEPTED BY CONTRACTOR

 Signature	E. J. ... Title	8/4/2015 Date
--	--------------------	------------------

# CONSTRUCTION CONTRACT

THIS CONTRACT, made the 8th day of September by and between **Bronze Oak, LLC**, hereinafter called CONTRACTOR, and the **City of McAlester** hereinafter called OWNER.

## ARTICLE 1, SCOPE OF WORK

The CONTRACTOR shall furnish all of the materials and perform all of the work shown on the drawings and described in the specifications which are entitled:

**REPLACE EXISTING DRAINAGE PIPE, DAMAGED INLETS, LIGHTS, SIGNS, AND  
CONNECTING TAXIWAY PAVEMENT  
AIP PROJECT 3-40-0057-013-2015  
MCALESTER REGIONAL AIRPORT**

hereinafter called the PROJECT, and as prepared by LBR Inc., hereinafter called the ENGINEER, and shall do everything required by this Contract, the specifications, and drawings. The observation of construction of this Contract shall be under the supervision of the ENGINEER.

## ARTICLE 2, TIME OF COMPLETION

The work to be performed under this contract shall commence on the first working day after the date of written "Notice to Proceed" of the Owner is issued and shall be fully completed within 25 working days for Base Bid A.

## ARTICLE 3, AMORTIZATION PAYMENT REQUIREMENTS

The CONTRACTOR does hereby agree to pay to the OWNER liquidated damages for such time, as the entire PROJECT is not acceptable for occupancy beyond the contract time. Liquidated damages shall be \$400.00 per working day after the above stated working days have expired after the date of "Notice to Proceed," for such time as the entire PROJECT is acceptable for occupancy.

In addition, the CONTRACTOR does hereby agree to pay to the OWNER as liquidated damages the cost of all failed tests performed by the OWNER'S qualified representative in accordance with Section 60-02 of the General Provisions.

Any sum of money owed to the CONTRACTOR, under the terms of this contract, which has been retained by the OWNER, may be used to pay the liquidated damages to the OWNER.

The ENGINEER shall certify, after consultation with the CONTRACTOR and the OWNER, the date on which the PROJECT is available for occupancy.

The OWNER shall furnish the site and access to the site. Further, the OWNER shall do all things within its power to cooperate with the CONTRACTOR and to facilitate the CONTRACTOR'S efforts to complete the work as provided in the contract. The CONTRACTOR is relieved of responsibility for the payment of such liquidated damages only to the extent that the failure of space to be available for occupancy in accordance with the completion time established in Article 2 is caused by Acts of God.

**ARTICLE 4, CONTRACT SUM**

The OWNER shall pay the CONTRACTOR for the performance of the contract in current funds the sum of One Hundred Eighty Six Thousand, Two Hundred Eighteen Dollars. (\$186,218.00).

**ARTICLE 5, THE CONTRACT DOCUMENTS**

Drawings and specifications referred to in Article 1 herein are a part of this contract as if hereto attached and herein repeated. This contract is based on plans and specifications dated June 2015 and addenda thereto as follows: Addendum A.

It is agreed that changes, additions, or deletions may be made to the drawings and specifications and work to be performed only upon an agreement executed in writing entered into by parties to this contract.

**ARTICLE 6, CLAIM OR INVOICE AFFIDAVIT**

Each monthly estimate for payment must contain, or have attached, an affidavit as required by Senate Bills 469 and 565 of the 1974 Legislature, executed on a form similar and essentially the same as that (page CA-1) bound in the specifications.

**ARTICLE 7, CONTINGENCY AGREEMENT**

The contract is contingent upon the "Notice to Proceed."

**ARTICLE 8, THE SWORN, NOTARIZED STATEMENT BELOW (PAGE C - 6) MUST BE SIGNED AND NOTARIZED BEFORE THIS CONTRACT WILL BECOME EFFECTIVE.**

**ARTICLE 9, HOLD HARMLESS, INDEMNIFY AND DEFEND CLAUSE**

Any Contractor or Subcontractor performing work in connection with drawings and specifications for this Project shall hold harmless, indemnify and defend the Owner and the Engineer, their consultants and each of their officers, agents and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the Contractor's (or Subcontractor's) negligence in the performance of the work described in the Contract Documents, but not including liability that may be due to the sole negligence of the Owner, the Engineer, their consultants or their officers, agents and employees.

## ARTICLE 10, BUY AMERICAN -- STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS

- A. The Contractor agrees that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, as defined in (B) below.
- B. The following terms apply to this clause:
1. **Steel and Manufactured Products.** As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.
  2. **Components.** As used in this clause, components mean those articles, materials, and supplies incorporated directly into steel and manufactured products.
  3. **Cost of Components.** This means the costs for production of the components, exclusive of final assembly labor costs.

## ARTICLE 11, DISADVANTAGED BUSINESS ENTERPRISE CONTRACT PROVISIONS

### Part A

**Policy.** It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

**DBE Obligation.** The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT-assisted contracts.

**Compliance.** All bidders, potential contractors or subcontractors for this DOT-assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the owner.

**Subcontract Clauses.** All bidders and potential contractors hereby ensure that they will include the above clauses in all subcontracts, which offers further subcontracting opportunities.

## **Part B**

### **It is further understood and agreed:**

The award procedure for this solicitation will include the selection criteria of 49 CFR Part 26.45(i) to ensure that prime contracts are awarded to competitors that meet Disadvantaged Business Enterprise (DBE) goals.

Notification is hereby given that DBE goals are established for this prime contract. The goal for firms owned and controlled by socially and economically disadvantaged individuals is 10.27 percent of the dollar value of this contract.

After opening bids, the apparent successful bidder will be required to submit the names and addresses of the DBE firms that will participate in the contract along with a description of the work to be performed by each named firm and the dollar value for each contract (subcontract). If the responses do not clearly show DBE participation will meet the goals above, the apparent successful bidder must provide documentation clearly demonstrating, to the satisfaction of the airport sponsor, that it made good faith efforts in attempting to do so and that meeting said goals is not reasonably possible. A bid that fails to meet these requirements will be considered nonresponsive.

Agreements between bidder / proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders / proposers are prohibited. All bidders and proposers shall make a good faith effort to replace a DBE subcontractor that is unable to perform successfully with another DBE subcontractor.

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

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

Bronze Oak, LLC  
\_\_\_\_\_  
CONTRACTOR

ATTEST:

*Jeani Jo Jackson*  
\_\_\_\_\_

By *[Signature]*  
\_\_\_\_\_  
Title Manager  
\_\_\_\_\_

**CITY OF MCALESTER**

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
MUNICIPAL COUNSELOR

AFFIDAVIT

STATE OF OKLAHOMA )  
 ) SS.  
COUNTY OF Tulsa )

I, Brent Page, of lawful age, being first duly sworn, on oath says:

1. (s) he is the duly authorized agent of Bronze Oak, LLC, the Contractor under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract;
2. (s)he is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract; and
3. neither the Contractor nor anyone subject to the Contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

  
\_\_\_\_\_  
(Signature)

Manager  
\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this 2nd day of September, 2015.

  
\_\_\_\_\_  
Notary Public (or Clerk or Judge)

My Commission Expires: 12/04/2018

**JEANI JO JACKSON**  
**Notary Public, State of Oklahoma**  
**Commission #14010881**  
**My Commission Expires 12/04/2018**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_,  
\_\_\_\_\_, as Principal,  
hereinafter called Contractor, and \_\_\_\_\_,  
a corporation organized and existing under the laws of the State of Oklahoma, as Surety, hereinafter  
called Surety, are held and firmly bound unto \_\_\_\_\_  
as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_, 20\_\_\_\_, entered  
into a contract with Owner for

in accordance with drawings and specifications prepared by \_\_\_\_\_

\_\_\_\_\_  
(Here insert full name, title and address)

\_\_\_\_\_ which contract is by reference made a part hereof, and is hereinafter  
referred to as the Contract.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall  
promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall  
remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner  
having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall  
promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and  
conditions, and upon determination by Surety, of the lowest responsible bidder, or, if the  
Owner elects, upon determination by the Owner and the Surety jointly of the lowest  
responsible bidder, arrange for a contract between such bidder and Owner, and make  
available as work progresses (even though there should be a default or a succession of  
defaults under the contract or contracts of completion arranged under this paragraph)  
sufficient funds to pay the cost of completion less the balance of the contract price; but not  
exceeding, including other costs and damages for which the Surety may be liable hereunder,

the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the presence of: \_\_\_\_\_

\_\_\_\_\_ (Witness) By \_\_\_\_\_ (Seal)

\_\_\_\_\_

\_\_\_\_\_ Principal  
(Surety)

\_\_\_\_\_ (Witness) By \_\_\_\_\_ (Seal)

**STATUTORY BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_, as Principal,  
and \_\_\_\_\_

a corporation authorized under the laws of the State of \_\_\_\_\_ and authorized to transact  
business in the State of Oklahoma, as Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_ in the penal sum of \_\_\_\_\_  
(Owner)

\_\_\_\_\_ (\$ \_\_\_\_\_)

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:

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said  
principal has entered into a written contract with

\_\_\_\_\_  
(Owner)

DATED \_\_\_\_\_, 20\_\_\_\_, for

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

all in compliance with the plans and specifications therefor, made a part of said Contract and on file in the  
office of

\_\_\_\_\_  
(Name and Address of Owner)

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said  
Principal or subcontractors of said Principal who perform work in the performance of such contract, for labor  
and materials and repairs to and parts for equipment used and consumed in the performance of said Contract  
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, 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 first above written.

ATTEST:

Principal \_\_\_\_\_

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Title

Surety \_\_\_\_\_

By \_\_\_\_\_  
Attorney-In-Fact

**DEFECT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_,  
as Principal, and \_\_\_\_\_,  
a corporation organized under the laws of the State of \_\_\_\_\_  
and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto  
\_\_\_\_\_  
(Owner)

in the penal sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_)

in lawful money of the United States of America, said sum being equal to One Hundred percent (100%) of the contract price, for 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 \_\_\_\_\_  
\_\_\_\_\_  
(Owner)

dated \_\_\_\_\_, 20\_\_\_\_\_, for  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

all in compliance with the plans and specifications therefor, made a part of said Contract and on file in the office of  
\_\_\_\_\_  
(Name and Address of Owner)

NOW, THEREFORE, if said Principal shall pay or cause to be paid to \_\_\_\_\_  
(Owner)  
all damage, loss, and expense that may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of one (1) year from and after acceptance of said project by \_\_\_\_\_;  
(Owner); then this obligation shall be null and void,

otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of 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 first above written.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL:

\_\_\_\_\_

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

SURETY:

\_\_\_\_\_

By \_\_\_\_\_

Attorney-In-Fact

## CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this Contract, the Contractor agrees as follows:

- A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or ancestry. The Contractor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, national origin, sex, or ancestry. Such actions shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruiting or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the Owner setting forth provisions of this section.
- B. In the event of the Contractor's non-compliance with this non-discrimination clause, the Contract may be canceled or terminated by the Owner. The Owner may declare the Contractor ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.
- C. The Contractor agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement.

I have read the above stated clause and agree to abide by its requirements.

---

CONTRACTOR'S SIGNATURE

ATTEST

---

SECRETARY



# McAlester City Council

## AGENDA REPORT

Meeting Date: September 8, 2015 Item Number: 6  
Department: Streets/Public Works  
Prepared By: John C. Modzelewski, P.E., CFM Account Code: \_\_\_\_\_  
Date Prepared: September 3, 2015 Budgeted Amount: \_\_\_\_\_  
Exhibits: 6

### Subject

Consider and act upon, accepting the bid amount of \$86,350.00 from Rocking O Construction, LLC to repair a portion of the Sandy Creek canal wall, and authorizing the Mayor to sign the Notice of Award to Rocking O Construction, LLC, and the Agreement to complete the repair.

### Recommendation

The recommendation is to enter into an agreement with Rocking O Construction, LLC for a Total Bid equal to \$86,350.00, to repair a portion of the Sandy Creek canal wall.

### Discussion

The excessive rain during the month of May severely damaged a section of the Sandy Creek canal wall in the vicinity of Eighth Street and Seminole Avenue. The damage includes the collapse of 157 linear feet of concrete canal wall. This project will include the repair of 157 linear feet of vertical wall and footing. The site is currently fenced to provide safety in the vicinity of the collapse. This project was advertised on August 2, 2015 and August 9, 2015. Six contractors attended a mandatory pre-bid meeting on August 12, 2015. Bids were received by three contractors and opened on August 25, 2015. After reviewing all bids, the Engineering Division's recommendation is to award the contract to Rocking O Construction, LLC.

### Approved By

	Initial	Date
Department Head	JCM	09/03/15
City Manager	<u>PJS</u>	<u>9-3-15</u>

# PROOF OF PUBLICATION

McAlester News-Capital

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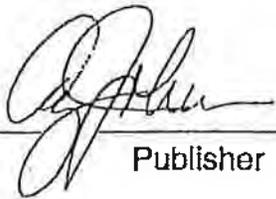
I, Amy Johns, am of lawful age, being duly sworn upon oath, deposes and says:

That I am publisher of McAlester News-Capital, a daily newspaper printed and published in the City of McAlester, County of Pittsburg, and State of Oklahoma, and that the advertisement referred to, a true and printed copy is hereunto attached, was published in said McAlester News-Capital & in consecutive issues on the following dates to wit:

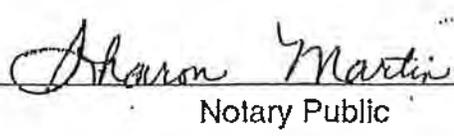
- 1st insertion..... August 2nd, .....2015
- 2nd Insertion..... August 9th, .....2015
- 3rd Insertion..... .....2015
- 4th Insertion..... .....2015
- 5th Insertion..... .....2015

That said newspaper has been published continuously and uninterruptedly in said county during a period one-hundred and four consecutive weeks prior to the publication of the attached notice or advertisement; that it has been admitted to the United States mail as publications (second-class) mail matter, that it has a general paid circulation, and publishes news of general interest, and otherwise conforms with all of the statutes of the State of Oklahoma governing legal publications.

Publication Fee..... \$ 117.90

  
\_\_\_\_\_  
Publisher

SUBSCRIBED and sworn to before me this  
10th day of August, 2015.

  
\_\_\_\_\_  
Notary Public



#00002414  
My Commission expires: 03/23/18

(Published in the McAlester News-Capital on August 2nd & 9th, 2015.)

**ADVERTISEMENT FOR BIDS**

The City of McAlester (herein called the "OWNER") desires to repair approximately 153 linear feet of the concrete canal wall along Sandy Creek in the vicinity of Eighth Street and Seminole Ave.

**A MANDATORY Pre-Bid Conference** will be held at 10:30am local time on August 12, 2015 in the conference room on the second (2) floor of City Hall in McAlester, OK.

BIDS will be received by the City of McAlester (herein called the "OWNER"), at the Office of the City Clerk, 28 East Washington Avenue, McAlester, Oklahoma until **10:00 a.m. local time on Tuesday August 25, 2015**, for

**SANDY CREEK CANAL WALL 2015 REPAIR PROJECT #1**

Plans and Bid Documents are available to qualified BIDDERS at the office of the City Engineer, 28 E. Washington Avenue, McAlester, Oklahoma 74501.

Each BID must be submitted in a sealed envelope and must be plainly marked on the Outside as:

**BID for SANDY CREEK CANAL WALL 2015 REPAIR PROJECT #1**

Each sealed envelope containing a BID shall include, on the outside of the envelope the name, address, and if applicable, the license number of the BINDER. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the City Clerk's Office, City of McAlester Municipal Building, PO Box 578, McAlester, OK 74502.

All BIDS must be made on the required BID FORM and in accordance with the INSTRUCTIONS TO BIDDERS furnished by the City of McAlester. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID FORM must be fully completed and executed when submitted. Only one copy of the BID FORM is required.

The OWNER may waive any informalities or minor defects or reject any and/or all BIDS. Any Bid may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered.

The BIDS filed with the McAlester City Clerk will be opened at **10:35am local time on August 25, 2015** in the Council Chambers on the 1st Floor of City Hall, 28 East Washington Avenue, McAlester, Oklahoma 74501.

ATTEST:  
S/ Cora Middleton,  
City Clerk

15-0027

Sandy Creek Canal Wall  
 Project #1  
 Bid Opening Tab Sheet  
 McAlester Municipal Building  
 10:35am  
 August 25, 2015

	NAME of CONTRACTOR	CONTRACTOR'S BID
1	On-Site Construction	NO BID
2	Rocking O Construction	\$86,350 <sup>00</sup>
3	Zenith Construction	NO BID
4	Meridian Contracting	\$150,280 <sup>00</sup>
5	KatCon Inc.	\$145,658. <sup>83</sup>
6	Engleman Construction	NO BID
	ENGINEER'S ESTIMATED PRICE	\$125,000.00

**BID**

Proposal of Patrick Ortega (hereinafter called "BIDDER"), organized and existing under the laws of the State of Oklahoma doing business as Rocking O Construction, LLC to the City of McAlester (hereinafter called "OWNER").

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

In compliance with your ADVERTISEMENT FOR BIDS, BIDDER hereby proposes to perform all WORK for the construction of **SANDY CREEK CANAL WALL 2015 REPAIR PROJECT #1** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor. BIDDER hereby agrees to commence WORK under this CONTRACT on or before a date to be specified in the **NOTICE TO PROCEED** and to fully complete the PROJECT within **60** consecutive calendar days thereafter. BIDDER further agrees to pay liquidated damages as provided in the Payment Schedule in the Special Conditions

BIDDER acknowledges receipt of the following ADDENDUM:

#1

BIDDER agrees to perform all work described in the CONTRACT Documents for the sum of:

Eighty six thousand three hundred fifty dollars  
(Words)

\$86,350.00  
(Figures)

(SEAL - if bid is by Corporation)

Respectfully submitted:

Rocking O Construction, LLC  
(Company or Individual)

By: Pat Ortega

Title: Managing Member

Address: 12875 Chisolm Rd, Caddo, OK 74729

Phone: 254-523-8844

## BID FORM

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Site Clearing	1	lump sum	—	\$ 18,840.00
2.	Cut and Remove Canal Floor and Wall	157	linear feet	\$ 160.00	\$ 25,120.00
3.	Formed Vertical Wall and Footing	157	linear feet	\$ 160.00	\$ 25,120.00
4.	Chain Link Fence	157	linear feet	\$ 50.00	\$ 7,850.00
5.	Sod Placement	3,140	square feet	\$ 3.00	\$ 9,420.00

TOTAL OF BID .....\$ 86,350.00

LUMP SUM PRICE (if applicable).....\$ 86,350.00

Respectfully submitted:

Pat Ortega  
Signature

12875 Chisolm Rd, Caddo, OK 74729  
Address

Managing Member  
Title

8/25/15  
Date

\_\_\_\_\_  
License No(s). (if applicable)

(SEAL-if BID is by a corporation)

Attest Janet Ortega

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of Oklahoma > SS.

County of Atoka

Patrick Ortega, being first duly sworn, deposes and says that:

- (1) He is Managing Member of Rocking O Construction, LLC, the BIDDER that has submitted the attached BID;
- (2) He is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BIDS;
- (3) Such BID is genuine and is not a collusive or sham Bid;
- (4) Neither the said BIDDER nor any of its offices, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other BIDDER, firm or person to submit a collusive or sham BID in connection with the CONTRACT for which the attached BID has been submitted or to refrain from bidding in connection with such CONTRACT, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other BIDDER, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other BIDDER, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of McAlester, McAlester, Oklahoma, or any person interested in the proposed CONTRACT; and
- (5) The price or prices quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SEAL)

(Signed) Patrick Ortega  
Managing Member  
(Title)

Signed before me this 23<sup>rd</sup> day of August, 2015.

Janet Ortega  
Notary  
My Commission expires 7/16/19

**JANET ORTEGA**  
NOTARY PUBLIC - STATE OF OKLAHOMA  
MY COMMISSION EXPIRES 07/16/2019  
COMMISSION # 15006495

**BUSINESS RELATIONSHIPS AFFIDAVIT**

STATE OF OKLAHOMA\

Atoka > SS:

~~PITTSBURG COUNTY /~~

Patrick Ortega, 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:

N/A None

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:

None

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:

None

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

Pat Ortega

Subscribed and sworn to before me this 23<sup>rd</sup> day of August, 2015.

Janet Ortega  
Notary Public  
My commission expires: 7/16/19

**JANET ORTEGA**  
NOTARY PUBLIC - STATE OF OKLAHOMA  
MY COMMISSION EXPIRES 07/16/2019  
COMMISSION # 15006495

**BID BOND**

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, Rocking O Construction, LLC as Principal, and\*as Surety, are hereby held and <sup>Hudson Insurance Company</sup> firmly bound unto City of McAlester as OWNER penal sum of Five Percent of Total Amount Bid (5%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed, this 21st day of August, 2015. The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID attached hereto and hereby made a part hereof to enter into a CONTRACT in writing, for the

Sandy Creek Canal Wall

NOW, THEREFORE,

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

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

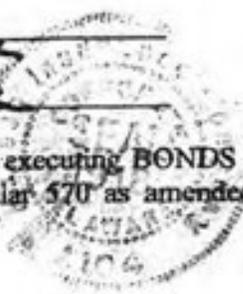
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their proper officers, the day and year first set forth above.

Rocking O Construction, LLC  
[Signature]  
Principal

Hudson Insurance Company  
Surety

By: [Signature]  
Todd Stein, Attorney-in-Fact

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





**BID BOND POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

**Michelle Hirsch, Todd Stein, Mark Levinson, Jeff McQuate**  
of the State of Ohio

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 4th day of November, 2014 at New York, New York.



*Dina Daskalakis*  
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

By *Michael P. Gleeson*  
Michael P. Gleeson, Senior Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK      SS

On the 4th day of November, 2014 before me personally came Michael P. Gleeson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order

(Notarial Seal)



*Ann M. Murphy*  
ANN M. MURPHY  
Notary Public, State of New York  
No. 01MU6067353  
Qualified in Nassau County  
Commission Expires December 10, 2017

STATE OF NEW YORK  
COUNTY OF NEW YORK

**CERTIFICATION**

The undersigned Dina Daskalakis hereby certifies

THAT the original resolution of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made, and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force

Witness the hand of the undersigned and the seal of said Company this 21<sup>st</sup> day of August, 2015



By *Dina Daskalakis*  
Dina Daskalakis, Corporate Secretary



**HUDSON INSURANCE COMPANY**  
**SHORT FORM FINANCIAL STATEMENT**  
**AS OF DECEMBER 31, 2014**

**ASSETS**

Bonds	\$	308,167,720
Real estate		0
Cash on hand and on deposit		51,240,971
Reinsurance Receivable		187,362,086
FIT recoverable (including net deferred tax asset)		32,083,896
Aggregate write-ins for other than invested assets		202,569,847
Deferred premiums, agents' balances and installments booked but deferred and not yet due (including earned but unbilled premiums)		18,884,820
Stocks		229,423,734
Other Assets		12,918,549
	\$	<u>1,042,651,623</u>

**LIABILITIES & SURPLUS**

Losses	\$	155,298,341
Loss adjustment expense		14,945,451
Other expenses		25,663,296
Unearned premiums		39,757,304
Ceded reinsurance premiums payable		306,073,213
Payable to parent, subsidiaries and affiliates		9,299,857
Commissions payable, contingent commissions and other similar charges		9,771,855
Other Liabilities		41,667,156
	\$	<u>602,476,473</u>
Preferred and Common capital stock	\$	7,500,238
Gross paid in and contributed surplus		293,480,097
Unassigned funds (surplus)		139,194,815
Surplus as regards policyholders	\$	<u>440,175,150</u>
	\$	<u>1,042,651,623</u>

STATE OF NEW YORK                    )  
   ) ss:  
 COUNTY OF NEW YORK                )

I, the undersigned Senior Vice President and Chief Financial Officer of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2014.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 16<sup>th</sup> day of March, 2015.

  
 John Verbich  
 Senior Vice President and Chief Financial Officer



Subscribed and sworn to before me this 16<sup>th</sup> day of March 2015  
 My commission expires



## ADDENDUM NO. ONE (1)

TO: ALL PLAN HOLDERS  
RE: CITY OF McALESTER  
SANDY CREEK CANAL WALL PROJECT #1  
ADDENDUM NO. ONE (1)

The Contract Documents for the above referenced project are hereby modified as follows:

### CONTRACT DOCUMENTS

Changes in the contract documents are as follows;

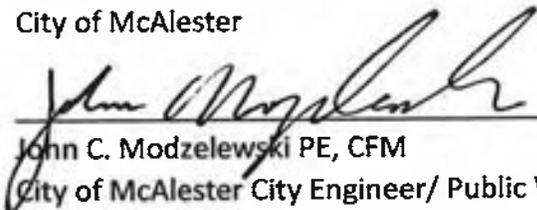
In the ADVERTISEMENT FOR BIDS reads that the MANDATORY PRE-BID conference will be held in the conference room on the second (2<sup>nd</sup>) floor of the City Hall.

**IT WILL NOW BE HELD IN THE COUNCIL CHAMBERS ON THE FIRST (1<sup>st</sup>) FLOOR OF THE CITY HALL INSTEAD.**

Each Bidder shall acknowledge receipt of this Addendum No. ONE (1) by using BID FORM ADDENDUM NO. ONE (1) SHEET, failing to do so may result in your bid being disqualified, for not using proper Bid Documents.

**END OF ADDENDUM**

Addendum No. One (1) issued by:  
City of McAlester

  
\_\_\_\_\_  
John C. Modzelewski PE, CFM  
City of McAlester City Engineer/ Public Works Director

## MEMORANDUM

DATE: August 26, 2015  
TO: John C. Modzelewski, P.E., CFM City Engineer/Public Works Director  
FROM: Kevin E Hardwick, Senior Engineer Technician  
RE: Sandy Creek Canal Wall Project #1

.....

On August 25, 2015 the following bids were received for the above referenced project:

	Total Price
Rocking O Construction	\$86,350.00
KatCon	\$145,658.83
Meridan Contracting	\$150,280.00

It is my recommendation to that we do not consider KatCon's bid for the following reason.

KatCon's Bid Bond has conflicting dates on it, dating back to 2009 thru 2015.

Rocking O Construction has furnished a list of prior projects from the past two years with completed dates and project amounts, and company project was done for.

Also there is enough evidence from past projects that they are more than qualified to perform this project in a timely manner.

The equipment proposed to be furnished by the **low bidder Rocking O Construction** meets specifications and the price bid of **\$86,350.00** is fair and reasonable, and below the Engineers estimated cost of \$125,000.00.

I hereby recommend the award of the contract be made to Rocking O Construction from Caddo, OK.

# **Rocking O Construction, LLC**

**1287 S Chisolm Road, Caddo, OK 74729**

**254-223-8844**

## **Past Two Years Work History**

Date Completed: 8/15

Company: City of Durant

Job Description: Concrete Curb & Gutter

Project Amount: \$17,500.00

Date Completed: 7/15

Company: Hughes County Headstart

Job Description: Big Five Renovation

Project Amount: \$33,639.00

Date Completed: 7/15

Company: Meridian Construction

Job Description: Chlorine Booster Concrete

Project Amount: \$19,418.00

Date Completed: 7/15

Company: Elite Construction

Job Description: Cimarex Concrete Pad

Project Amount: \$19,020.00

Date Completed: 3/15

Company: Victory Life Church

Job Description: Youth Building

Project Amount: \$35,882.88

Date Completed: 1/15

Company: Mulligan Home

Job Description: Renovation

Project Amount: \$30,000.00

Date Completed: 1/15

Company: Elite Construction

Job Description: Saltwater Disposal Concrete

Project Amount: \$199,747.47

Date Completed: 1/15

Company: Elite Construction

Job Description: Coop CF Concrete Pad

Project Amount: \$101,704.38

Date Completed: 10/14

Company: Elite Construction

Job Description: Tall Oak Midstream

Project Amount: \$67,000.00

Date Completed: 10/14

Company: Elite Construction

Job Description: Ector Compressor

Project Amount: \$78,390.62

Date Completed: 10/14

Company: A & O Construction

Job Description: Repair Concrete

Project Amount: \$11,500.00

Date Completed: 9/14

Company: Elite Construction

Job Description: Pecan Compressor Pad

Project Amount: \$80,023.03

Date Completed: 6/14

Company: Elite Construction

Job Description: Bivins Compressor Pad

Project Amount: \$119,550.00

Date Completed: 6/14

Company: Elite Construction

Job Description: Bivins Pipe Support

Project Amount: \$123,289.00

Date Completed: 4/14

Company: St Regis Mohawk Tribe

Job Description: Fiber Optic Network

Project Amount: \$5,387,076.46

Date Completed: 3/14

Company: Massey Addition

Job Description: Addition

Project Amount: \$96,280.76

Date Completed: 1/14

Company: Smith Custom Home

Job Description: Custom Home

Project Amount: \$224,895.00

Date Completed: 1/14

Company: A & O Construction

Job Description: Dialysis Center Renovation

Project Amount: \$41,000.00

LIST OF EQUIPMENT  
Rocking O Construction owns:

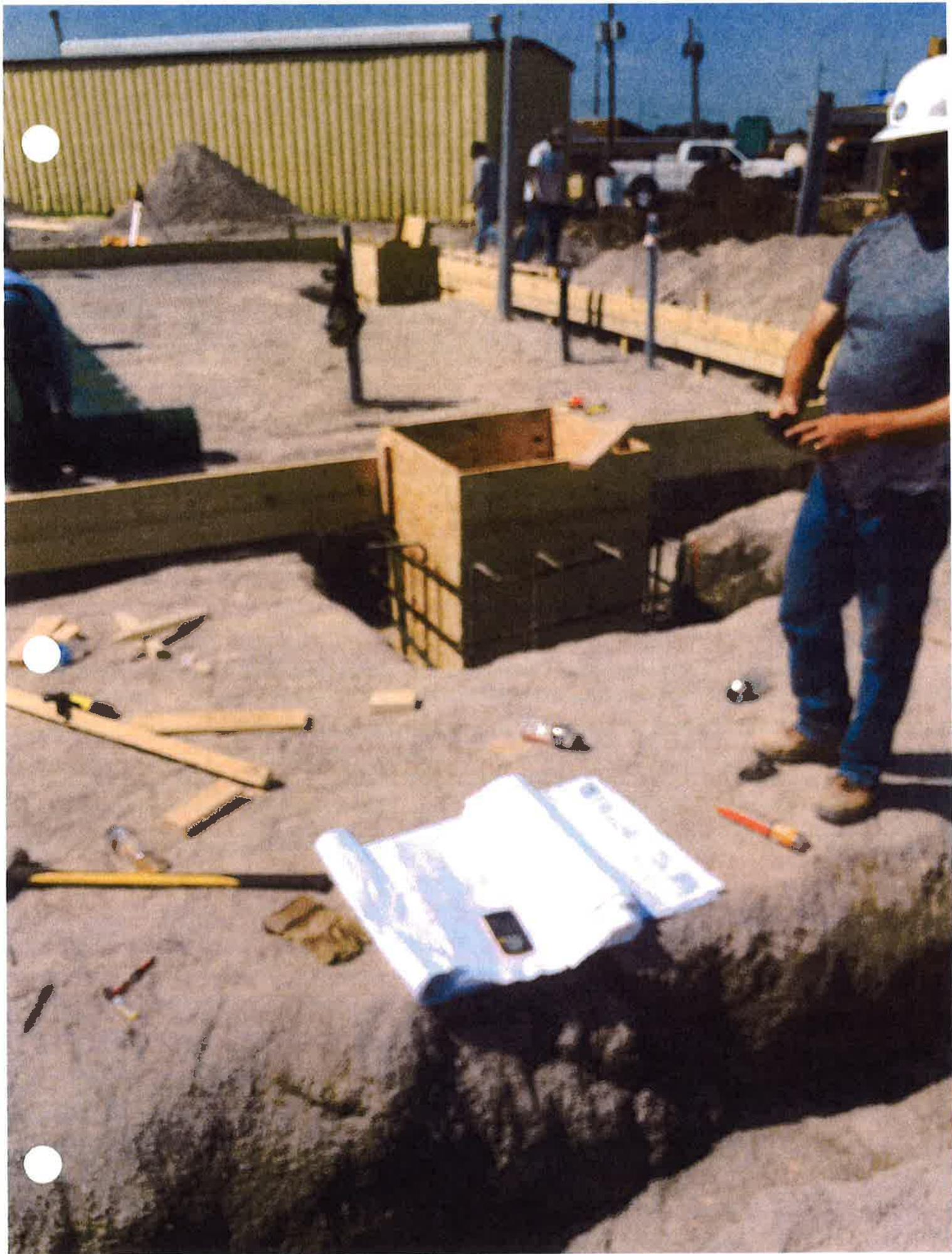
one 4 x 4 Backhoe  
one track loading skid steer  
one 8000 pound forklift  
one 24in concrete saw  
one 14in concrete saw

We will rent a trackhoe if necessary.

God Bless,  
Janet Ortega  
Rocking O Construction, LLC  
254-534-4416  
580-889-8909 fax

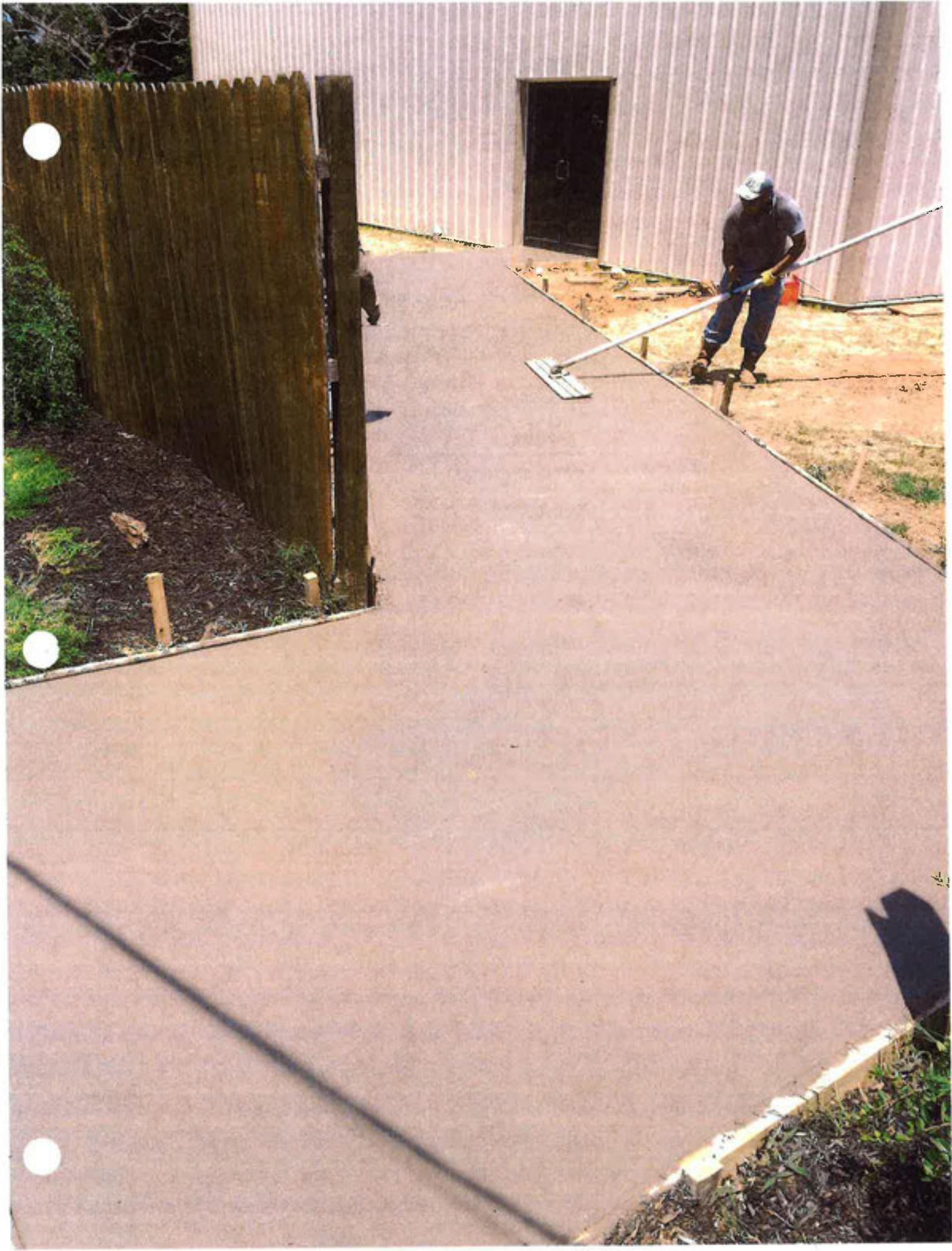


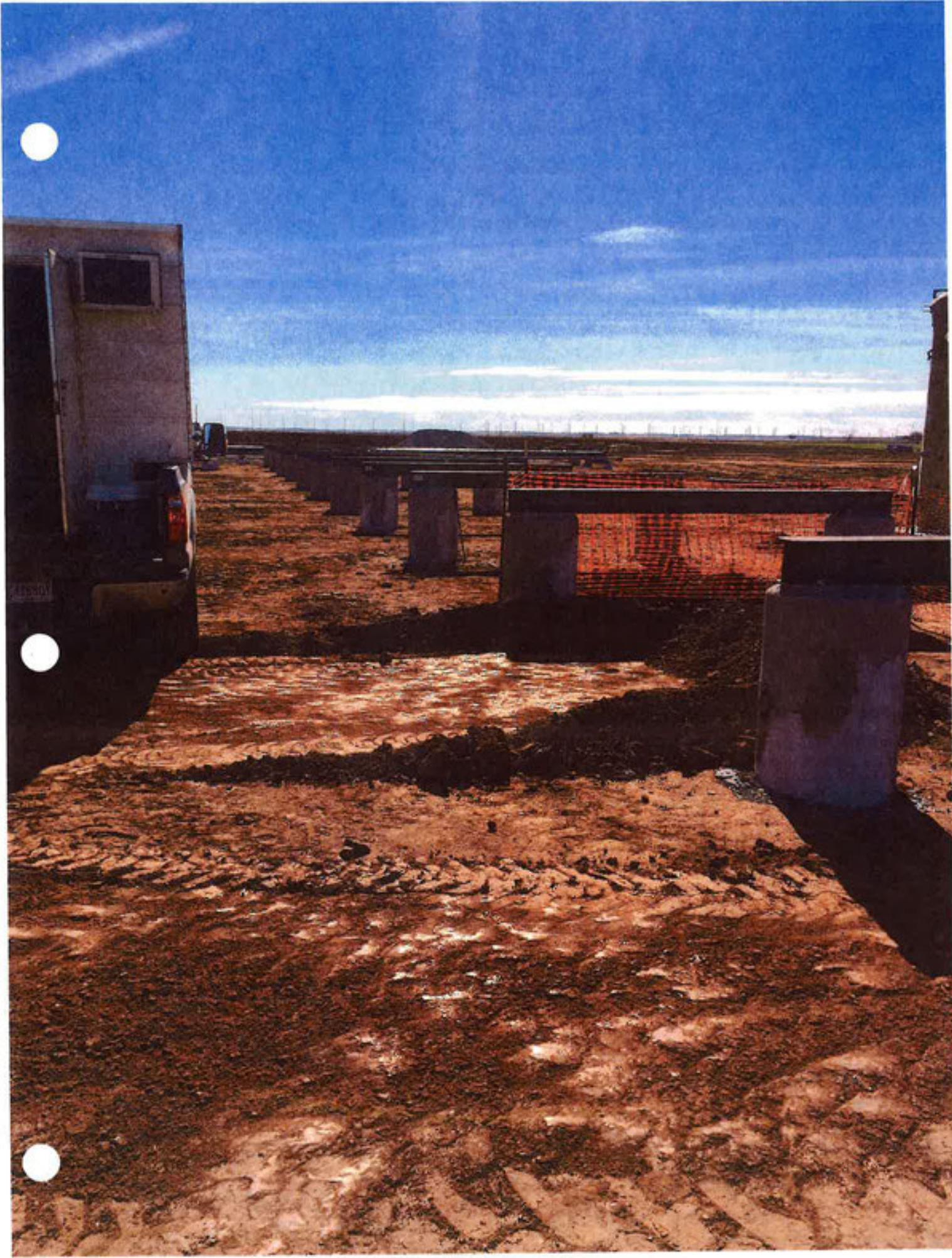


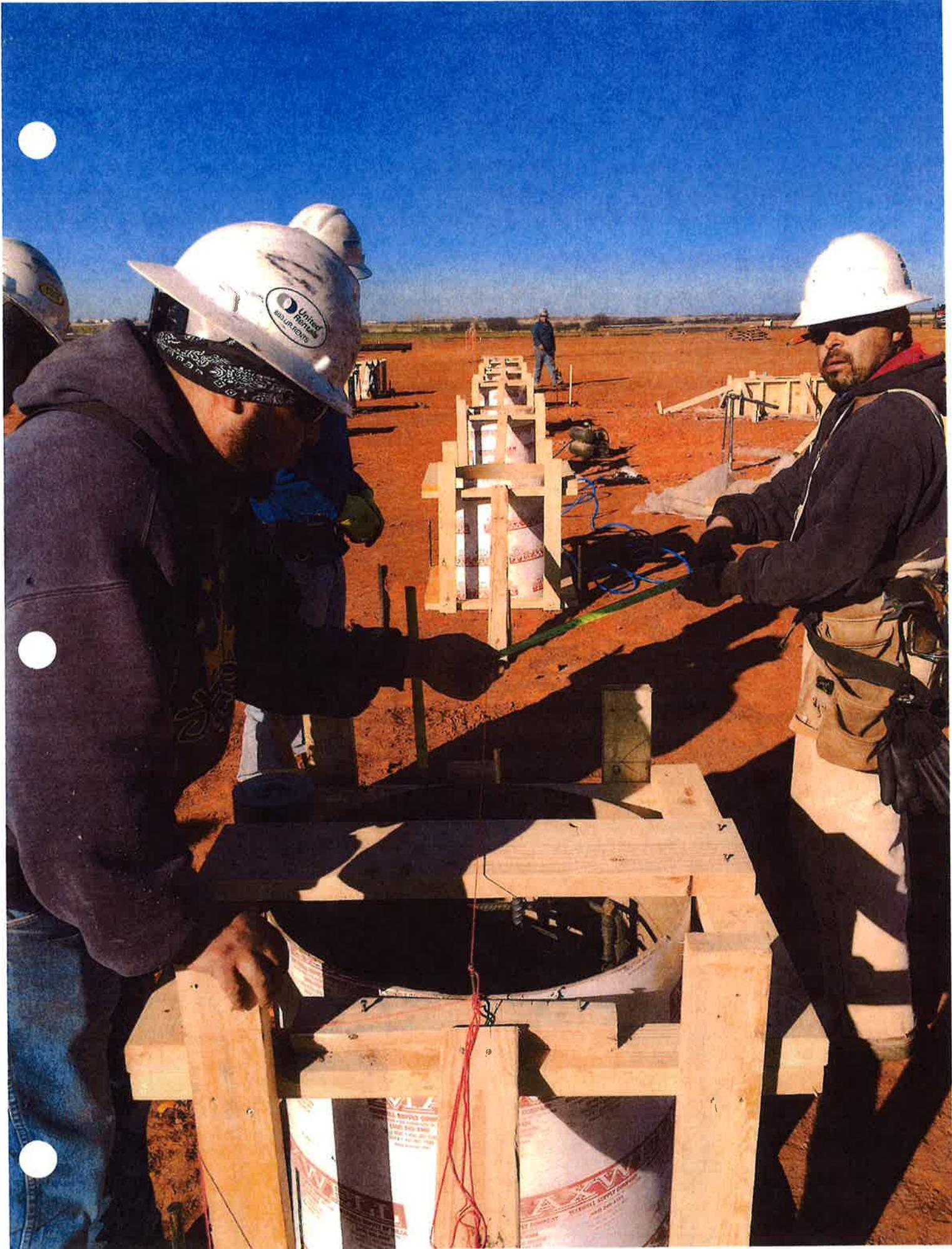
















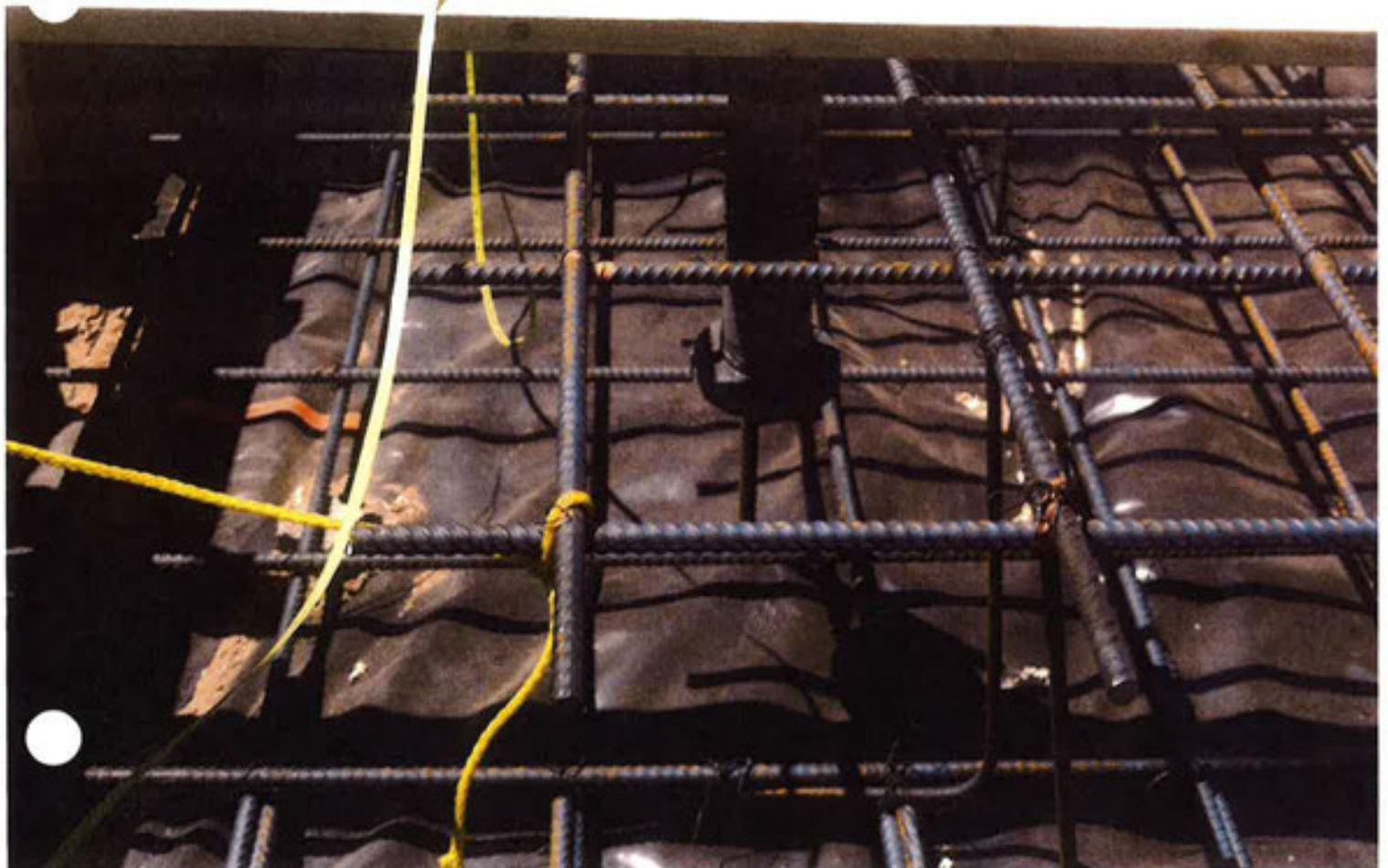












**NOTICE OF AWARD**

TO: Rocking O Construction, LLC

**PROJECT DESCRIPTION:**

**SANDY CREEK CANAL WALL 2015 REPAIR PROJECT #1**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated August 25, 2015 and INFORMATION FOR BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$ 86,350.00.

You are required by the INFORMATION FOR BIDDERS to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and MAINTENANCE BOND within ten days from the date of this Notice to you.

If you fail to execute said AGREEMENT and to furnish said bonds within ten days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

City of McAlester  
Owner

By: \_\_\_\_\_  
Steve Harrison  
Title: City Mayor

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

\_\_\_\_\_, this the \_\_\_ day of \_\_\_\_\_ 2015.

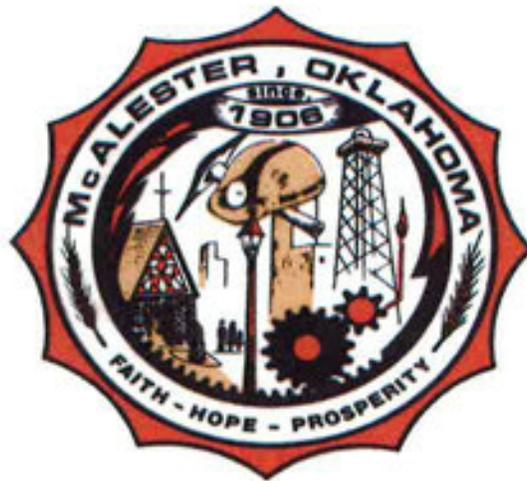
By: \_\_\_\_\_  
Title: \_\_\_\_\_

# SANDY CREEK CANAL WALL

2015 REPAIR  
PROJECT #1

#9

AUGUST 25, 2015



City of McAlester  
Department of Public Works  
28 East Washington  
McAlester, OK 74501



## ADVERTISEMENT FOR BIDS

The City of McAlester (herein called the "OWNER") desires to repair approximately 153 linear feet of the concrete canal wall along Sandy Creek in the vicinity of Eighth Street and Seminole Ave.

A **MANDATORY** Pre-Bid Conference will be held at **10:30am local time on August 12, 2015** in the conference room on the second (2) floor of City Hall in McAlester, OK

BIDS will be received by the City of McAlester (herein called the "OWNER"), at the Office of the City Clerk, 28 East Washington Avenue, McAlester, Oklahoma until **10:00 a.m. local time on Tuesday August 25, 2015**, for:

### **SANDY CREEK CANAL WALL 2015 REPAIR PROJECT #1**

Plans and Bid Documents are available to qualified BIDDERS at the office of the City Engineer, 28 E. Washington Avenue, McAlester, Oklahoma 74501.

Each BID must be submitted in a sealed envelope and must be plainly marked on the Outside as:

#### **BID for SANDY CREEK CANAL WALL 2015 REPAIR PROJECT #1**

Each sealed envelope containing a BID shall include, on the outside of the envelope, the name, address, and if applicable, the license number of the BIDDER. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the City Clerk's Office, City of McAlester Municipal Building, PO Box 578, McAlester, OK 74502.

All BIDS must be made on the required BID FORM and in accordance with the INSTRUCTIONS TO BIDDERS furnished by the City of McAlester. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID FORM must be fully completed and executed when submitted. Only one copy of the BID FORM is required.

The OWNER may waive any informalities or minor defects or reject any and/or all BIDS. Any Bid may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered.

The BIDS filed with the McAlester City Clerk will be opened at **10:35am local time on August 25, 2015** in the Council Chambers on the 1<sup>st</sup> Floor of City Hall, 28 East Washington Avenue, McAlester, Oklahoma 74501.

ATTEST:

---

Cora Middleton  
City Clerk

## INVITATION TO BIDS

The City of McAlester (herein called the "OWNER") desires to repair approximately 153 linear feet of the concrete canal wall along Sandy Creek in the vicinity of Eighth Street and Seminole Ave.

BIDS will be received by the City of McAlester (herein called the "OWNER"), at the Office of the City Clerk, 28 East Washington Avenue, McAlester, Oklahoma until **10:30 a.m. local time on Tuesday August 25, 2015**, for:

### **SANDY CREEK CANAL WALL 2015 REPAIR PROJECT #1**

Plans and Bid Documents are available to qualified BIDDERS at the office of the City Engineer, 28 E. Washington Avenue, McAlester, Oklahoma 74501.

A **MANDATORY** Pre-Bid Conference will be held at **10:30am local time on August 12, 2015** in the conference room on the second (2) floor of City Hall in McAlester, OK

Each BID must be submitted in a sealed envelope and must be plainly marked on the Outside as:

#### **BID for SANDY CREEK CANAL WALL 2015 REPAIR PROJECT #1**

Each sealed envelope containing a BID shall include, on the outside of the envelope, the name, address, and if applicable, the license number of the BIDDER. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the City Clerk's Office, City of McAlester Municipal Building, PO Box 578, McAlester, OK 74502.

All BIDS must be made on the required BID FORM and in accordance with the INSTRUCTIONS TO BIDDERS furnished by the City of McAlester. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID FORM must be fully completed and executed when submitted. Only one copy of the BID FORM is required.

The OWNER may waive any informalities or minor defects or reject any and/or all BIDS. Any Bid may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered.

The BIDS filed with the McAlester City Clerk will be opened at **10:35am local time on August 25, 2015** in the Council Chambers on the 1<sup>st</sup> Floor of City Hall, 28 East Washington Avenue, McAlester, Oklahoma 74501.

## **INSTRUCTIONS TO BIDDERS**

Plans and Bid Documents are available to qualified BIDDERS at the office of the City Engineer, 28 E. Washington Street, McAlester, Oklahoma 74501. BIDS will be received by the City of McAlester (herein called the "OWNER"), at the Office of the City Clerk, 28 East Washington Avenue, McAlester, Oklahoma until 10:30am local time on Tuesday, August 25, 2015.

Each BID must be submitted in a sealed envelope and must be plainly marked on the Outside as:

### **BID for SANDY CREEK CANAL WALL 2015 REPAIR PROJECT #1**

Each sealed envelope containing a BID shall include, on the outside of the envelope, the name, address, and if applicable, the license number of the BIDDER. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the City Clerk's Office, City of McAlester Municipal Building, PO Box 578, McAlester, OK 74502.

All BIDS must be made on the required BID FORM and in accordance with the INSTRUCTIONS TO BIDDERS furnished by the City of McAlester. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID FORM must be fully completed and executed when submitted. Only one copy of the BID FORM is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any Bid may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered.

The BIDS filed with the McAlester City Clerk will be opened at 10:35AM local time on Tuesday, August 25, 2015 in the Council Chambers on the 1<sup>st</sup> Floor of City Hall, 28 East Washington Avenue, McAlester, Oklahoma 74501.

No Bidder may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the CONTRACT cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDUM. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

## INSTRUCTIONS TO BIDDERS (continued)

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the CONTRACT.

Each BID must be accompanied by a BID BOND payable to the OWNER for five (5%) percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the AGREEMENT is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND, PAYMENT BOND and a MAINTENANCE BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the CONTRACT.

Attorneys-in-fact who sign BID BONDS, PERFORMANCE BONDS, PAYMENT BONDS and MAINTENANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the CONTRACT is awarded will be required to execute the AGREEMENT and obtain the PERFORMANCE BOND, PAYMENT BOND and MAINTENANCE BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and BOND forms. In case of failure of the BIDDER to execute the AGREEMENT, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER, within ten (10) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and a MAINTENANCE BOND and AGREEMENT signed by the party to whom the AGREEMENT was awarded, shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. Should the OWNER not execute the AGREEMENT within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the AGREEMENT by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

## **INSTRUCTIONS TO BIDDERS (continued)**

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

A Conditional or qualified BID will not be accepted. Award will be made to the lowest, qualified, responsible BIDDER.

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

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The Low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

Inspection trips for prospective BIDDERS will leave from the office of the City Engineer at the City Municipal Building.

The PROJECT ENGINEER is John C. Modzelewski, P.E., CFM. His office is located in the City Municipal Building, 1st & Washington, McAlester, OK 74501.

**BID**

Proposal of \_\_\_\_\_ (hereinafter called "BIDDER"), organized and existing under the laws of the State of \_\_\_\_\_ doing business as \_\_\_\_\_ \*\* to the City of McAlester (hereinafter called "OWNER").

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

In compliance with your ADVERTISEMENT FOR BIDS, BIDDER hereby proposes to perform all WORK for the construction of **SANDY CREEK CANAL WALL 2015 REPAIR PROJECT #1** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor. BIDDER hereby agrees to commence WORK under this CONTRACT on or before a date to be specified in the **NOTICE TO PROCEED** and to fully complete the PROJECT within **60** consecutive calendar days thereafter. BIDDER further agrees to pay liquidated damages as provided in the Payment Schedule in the Special Conditions

BIDDER acknowledges receipt of the following ADDENDUM:

\_\_\_\_\_  
\_\_\_\_\_

BIDDER agrees to perform all work described in the CONTRACT Documents for the sum of:

\_\_\_\_\_ (Words)

\_\_\_\_\_ (Figures)

(SEAL - if bid is by Corporation)

Respectfully submitted:

\_\_\_\_\_ (Company or Individual)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

## BID FORM

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Site Clearing	1	lump sum	_____	_____
2.	Cut and Remove Canal Floor and Wall	157	linear feet	_____	_____
3.	Formed Vertical Wall and Footing	157	linear feet	_____	_____
4.	Chain Link Fence	157	linear feet	_____	_____
	Sod Placement	3,140	square feet	_____	_____

TOTAL OF BID .....\$ \_\_\_\_\_

LUMP SUM PRICE (if applicable).....\$ \_\_\_\_\_

Respectfully submitted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
License No(s). (if applicable)

(SEAL-if BID is by a corporation)

Attest \_\_\_\_\_

## BID BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, \_\_\_\_\_ as Principal, and as Surety, are hereby held and firmly bound unto \_\_\_\_\_ as OWNER penal sum of \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID attached hereto and hereby made a part hereof to enter into a CONTRACT in writing, for the

---

NOW, THEREFORE,

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

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

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

---

Principal

---

Surety

By; \_\_\_\_\_

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

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015  
by and between THE CITY OF McALESTER, (hereinafter called "OWNER") and  
\_\_\_\_\_ doing business as (an  
individual)(a partnership)(a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete construction of  
  
**SANDY CREEK CANAL Wall 2015 REPAIR PROJECT #1**
2. The CONTRACTOR will furnish all material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within Ten (10) calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within **60** calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \_\_\_\_\_, as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (a) ADVERTISEMENT FOR BIDS
  - (b) INSTRUCTIONS TO BIDDERS
  - (c) BID
  - (d) BID FORM
  - (e) BID BOND
  - (f) AGREEMENT
  - (g) PAYMENT BOND
  - (h) PERFORMANCE BOND
  - (j) MAINTENANCE BOND
  - (k) NON COLLUSION AFFIDAVIT
  - (m) CERTIFICATE AS TO CORPORATE PRINCIPAL
  - (n) BUSINESS RELATIONSHIPS AFFIDAVIT
  - (p) STATEMENT OF BIDDER QUALIFICATIONS
  - (q) NOTICE OF AWARD
  - (r) NOTICE TO PROCEED
  - (s) CHANGE ORDER
  - (t) GENERAL CONDITIONS
  - (u) SUPPLEMENTAL CONDITIONS
  - (v) DRAWINGS prepared by the City of McAlester numbered 1 through 2, dated \_\_\_\_\_

**AGREEMENT (continued)**

- (w) SPECIFICATIONS prepared or issued by the City of McAlester,  
dated \_\_\_\_\_
- (x) ADDENDUM  
NO. \_\_\_\_\_ dated \_\_\_\_\_, 2015.  
NO. \_\_\_\_\_ dated \_\_\_\_\_, 2015.

- 6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
- 7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in three **(3) copies** each of which shall be deemed an original on the date first above written.

OWNER: CITY OF McALESTER

(SEAL)

By: \_\_\_\_\_

Name: Steve Harrison

Title: City Mayor

ATTEST:

\_\_\_\_\_  
Name: Cora Middleton

Title: City Clerk

CONTRACTOR:

(SEAL)

By: \_\_\_\_\_

Name \_\_\_\_\_  
(Please Print or Type)

Address: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENT: that

\_\_\_\_\_  
(Name of CONTRACTOR)

a (Corporation, Partnership, Individual), hereinafter called Principal,

and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars,

(\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain CONTRACT with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2015, a copy of which is hereto attached and made a part hereof for the construction of:

**SANDY CREEK CANAL WALL 2015 REPAIR PROJECT #1**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such CONTRACT, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

**PAYMENT BOND (continued)**

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration to the terms of the CONTRACT or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change or extension of time, alteration or addition to the terms of the CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ (No.'s) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

\_\_\_\_\_  
Principal Secretary

(SEAL)

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Surety)

ATTEST:

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Address

**NOTE:** Date of BOND must not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND. **IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT: that

\_\_\_\_\_  
(Name of CONTRACTOR)

\_\_\_\_\_  
(Address of CONTRACTOR)

a (Corporation, Partnership, Individual), hereinafter called Principal

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, in the penal sum of

\_\_\_\_\_ Dollars,  
(\$ \_\_\_\_\_) in lawful money of the United States, for the  
payment of which sum well and truly to be made, we bind ourselves, successors, and  
assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered  
into a certain CONTRACT with the OWNER, dated the \_\_\_\_\_ day of  
\_\_\_\_\_, 2015, a copy of which is hereto attached and made a  
part hereof for the construction of:

### **SANDY CREEK CANAL WALL 2015 REPAIR PROJECT #1**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties,  
all the undertakings, covenants, terms, conditions, and agreements of said CONTRACT  
during the original term thereof, and any extensions thereof which may be granted by the  
OWNER, with or without notice to the Surety and during the two (2) year guaranty  
period, and if he shall satisfy all claims and demands incurred under such CONTRACT,  
and shall fully indemnify and save harmless the OWNER from all costs and damages  
which it may suffer by reason of failure to do so, and shall reimburse and repay the  
OWNER all outlay and expense which the OWNER may incur in making good any  
default, then this obligation shall be void; otherwise to remain in full force and effect.

**PERFORMANCE BOND (continued)**

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts,  
(No.'s)  
each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

\_\_\_\_\_  
Principal Secretary

\_\_\_\_\_  
Principal

(SEAL)

By \_\_\_\_\_  
(Address)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Surety)

ATTEST:

(SEAL)

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Witness as to Surety

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

**NOTE:** Date of BOND must not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND. **IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENT: That \_\_\_\_\_,  
as Principal, and \_\_\_\_\_, a corporation  
organized under the laws of the State of \_\_\_\_\_ and  
authorized to transact business in the State of Oklahoma, as Surety, are held and firmly  
bound unto THE CITY OF McALESTER, OKLAHOMA, in the penal sum of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in  
lawful money of the United States of America, said sum being equal to one hundred  
percent (100%) of the CONTRACT price, for the payment of which, well and truly to be  
made, we bind ourselves and each of us, our heirs, executor, administrators, trustees,  
successors, and assigns, jointly and severally, firmly by these present.  
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

The condition of this obligating is such that:  
WHEREAS, said Principal entered into a written CONTRACT with the CITY OF  
McALESTER, OKLAHOMA, dated \_\_\_\_\_, 2015 for  
\_\_\_\_\_ all in compliance with the plans and  
specifications therefore, made a part of said CONTRACT and on file in the office of the  
City Clerk of the City of McAlester, Oklahoma.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to THE CITY OF  
McALESTER, OKLAHOMA, all damage, loss, and expense which may result by reason  
of defective materials and/or workmanship in connection with said work, occurring  
within a period of two (2) years from and after acceptance of said project by THE CITY  
OF McALESTER, OKLAHOMA; and if Principal shall pay or cause to be paid all labor  
and materials, including the prime CONTRACTOR and all subcontractors; and if  
principal shall save and hold THE CITY OF McALESTER, OKLAHOMA, harmless  
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 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  
present 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 present 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.

PRINCIPAL;

ATTEST:

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
SURETY:

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_ \  
County of \_\_\_\_\_ / > SS.

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He is \_\_\_\_\_ of \_\_\_\_\_, the BIDDER that has submitted the attached BID:
- (2) He is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BIDS;
- (3) Such BID is genuine and is not a collusive or sham Bid;
- (4) Neither the said BIDDER nor any of its offices, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other BIDDER, firm or person to submit a collusive or sham BID in connection with the CONTRACT for which the attached BID has been submitted or to refrain from bidding in connection with such CONTRACT, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other BIDDER, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other BIDDER, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of McAlester, McAlester, Oklahoma, or any person interested in the proposed CONTRACT; and
- (5) The price or prices quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SEAL) (Signed) \_\_\_\_\_  
\_\_\_\_\_  
(Title)

Signed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary  
My Commission expires \_\_\_\_\_

## STATEMENT OF BIDDER'S QUALIFICATIONS

(To be submitted by the BIDDER only upon the specific request of the Local Public Agency.)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The BIDDER may submit any additional information he desires.

1. Name of BIDDER.
2. Permanent main office address.
3. When organized.
4. If corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you?
9. Have you ever defaulted on a contract?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
11. List your major equipment available for this contract.
12. Experience in construction work similar in importance to this project.
13. Background and experience of the principal members of your organization, including officers.
14. Credit available: \$ \_\_\_\_\_
15. Give Bank Reference: \_\_\_\_\_
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required?

**STATEMENT OF BIDDERS QUALIFICATIONS (continued)**

17. The undersigned hereby authorizes and requests any person, firm or Corporation to furnish any information requested by;

\_\_\_\_\_ in verification of the recitals  
comprising this Statement of Bidder's Qualifications. Dated at  
\_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
(Name of Bidder)

By \_\_\_\_\_

Title \_\_\_\_\_

State of \_\_\_\_\_ }>

County of \_\_\_\_\_ }

\_\_\_\_\_ being duly sworn deposes and says that he is

\_\_\_\_\_ of \_\_\_\_\_  
(Name of Organization)

and that the answers to the foregoing questions all statements therein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

**NOTICE OF AWARD**

TO: \_\_\_\_\_

**PROJECT DESCRIPTION:**

**SANDY CREEK CANAL WALL 2015 REPAIR PROJECT #1**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated \_\_\_\_\_ and INFORMATION FOR BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$ \_\_\_\_\_.

You are required by the INFORMATION FOR BIDDERS to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and MAINTENANCE BOND within ten days from the date of this Notice to you.

If you fail to execute said AGREEMENT and to furnish said bonds within ten days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

City of McAlester  
Owner

By: \_\_\_\_\_

Steve Harrison

Title: City Mayor

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

\_\_\_\_\_, this the \_\_\_\_ day of \_\_\_\_\_ 2015.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE TO PROCEED**

Date: \_\_\_\_\_

To: \_\_\_\_\_

Project: **SANDY CREEK CANAL WALL 2015 REPAIR PROJECT #1**

You are hereby notified to commence WORK in accordance with the AGREEMENT dated \_\_\_\_\_, on or before \_\_\_\_\_, and you are to complete the WORK within **60** consecutive calendar days thereafter.

The date of completion of all WORK is therefore

\_\_\_\_\_.

City of McAlester

Owner

By: \_\_\_\_\_

John C. Modzelewski, PE, CFM

Title: City Engineer/Public Works Director

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by;

\_\_\_\_\_

\_\_\_\_\_

this date: \_\_\_\_\_, 2015

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF McALESTER, OKLAHOMA**

**CHANGE ORDER NO.** \_\_\_\_\_

**OWNER:** CITY OF McALESTER

**DATE OF AGREEMENT:** \_\_\_\_\_

**DATE OF CHANGE ORDER:** \_\_\_\_\_

**PROJECT:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

The following changes are made to the CONTRACT Documents:

**JUSTIFICATION:**

Original CONTRACT Price:	\$	_____
Present CONTRACT Price:	\$	_____
The CONTRACT price due to this		
Change Order No. ___ will be (Increased) (Decreased) by	\$	_____
The new CONTRACT price including		
This Change Order will be:	\$	_____

**THE DATE FOR COMPLETION OF ALL WORK WILL BE:**

**ATTEST:**

**CITY OF McALESTER, OWNER**

By: \_\_\_\_\_  
Cora Middleton  
City Clerk

By: \_\_\_\_\_  
Steve Harrison  
City Mayor

(SEAL)

**CONTRACTOR:**

\_\_\_\_\_  
By: \_\_\_\_\_

**ATTEST**

## **GENERAL CONDITIONS**

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedule, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits and Regulations
11. Protection of Work, Property and Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination and Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land and Rights-of-Way
29. Guaranty
30. Taxes

## GENERAL CONDITIONS (continued)

### 1. **DEFINITIONS**

- 1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof;
- 1.2 **ADDENDA** – Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.
- 1.3 **BID** – The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.4 **BIDDER** – Any person, firm or corporation submitting a BID for the WORK.
- 1.5 **BONDS** – Bid, Performance and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.
- 1.6 **CHANGE ORDER** – A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing and adjustment in the CONTRACT PRICE or CONTRACT TIME.
- 1.7 **CONTRACT DOCUMENTS** – The CONTRACT, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Orders, Drawings, Specifications and Addendums.
- 1.8 **CONTRACT PRICE** – The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.9 **CONTRACT TIME** – The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.10 **CONTRACTOR** – The person, firm or corporation with whom the OWNER has executed the Agreement.
- 1.11 **DRAWINGS** – The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- 1.12 **ENGINEER** – The person firm or corporation named as such in the CONTRACT DOCUMENTS.
- 1.13 **FIELD ORDER** – A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.14 **NOTICE OF AWARD** – The written notice of the Acceptance of the BID from the OWNER to the successful BIDDER.
- 1.15 **NOTICE TO PROCEED** – The written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.
- 1.16 **OWNER** – A public or quasi-public body or authority, corporation, association, partnership or individual for whom the WORK is to be performed.

- 1.17 **PROJECT** – The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.18 **RESIDENT PROJECT REPRESENTATIVE** – The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.
- 1.19 **SHOP DRAWINGS** – All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, a MANUFACTURER, a SUPPLIER or DISTRIBUTOR, which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1.20 **SPECIFICATIONS** – A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.21 **SUBCONTRACTOR** – An individual, firm or corporation having a direct CONTRACT with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- 1.22 **SUBSTANTIAL COMPLETION** – That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.
- 1.23 **SUPPLEMENTAL CONDITIONS** – Modifications to General Conditions required by a Federal Agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.
- 1.24 **SUPPLIER** – Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- 1.25 **WORK** – All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1.26 **WRITTEN NOTICE** – Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his/her last given address, or delivered in person to said party or his/her authorized representative on the WORK site.

## **CONDITIONS**

**All conditions that are encumbered during construction are to be replaced or repaired to EQUAL or BETTER condition than the original.**

## GENERAL CONDITIONS (continued)

### 2. **ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

- 2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.
- 2.2 The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

### 3. **SCHEDULES, REPORTS AND RECORDS**

- 3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and cost, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.
- 3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedule showing the order in which he purposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and, as applicable.
  - a) The dates at which special detail drawings will be required; and
  - b) Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- 3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

### 4. **DRAWINGS AND SPECIFICATIONS**

- 4.1 The intent of the DRAWINGS AND SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in acceptable manner, ready for use, occupancy or operation by the OWNER.
- 4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.
- 4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

## GENERAL CONDITIONS (continued)

### 5. SHOP DRAWINGS

- 5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.
- 5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.
- 5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

### 6. MATERIALS, SERVICES AND FACILITIES

- 6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.
- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.
- 6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale CONTRACT or other agreement by which an interest is retained by the seller.

### 7. INSPECTION AND TESTING

- 7.1 All material and equipment used in construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards as required and defined in the CONTRACT DOCUMENTS.

## GENERAL CONDITIONS (continued)

- 7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.
- 7.3 The CONTRACTOR shall provide at his/her expense the testing and inspection services required by the CONTRACT DOCUMENTS.
- 7.4 If the CONTRACT DOCUMENTS, laws ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certifications of inspection, testing or approval.
- 7.5 Inspections, tests or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from his/her obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.
- 7.6 The ENGINEER and his/her representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.
- 7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his/her observation and replaced at the CONTRACTOR'S expense.
- 7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective the CONTRACTOR, will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

## 8. SUBSTITUTIONS

- 8.1 Whenever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of

## **GENERAL CONDITIONS (continued)**

equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

### **9. PATENTS**

- 9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He/she shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he/she shall be responsible for such loss unless he/she promptly gives such information to the ENGINEER.

### **10. SURVEYS, PERMITS, AND REGULATIONS**

- 10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.
- 10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he/she shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
- 10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent charges in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified.

## GENERAL CONDITIONS (continued)

The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he/she shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

### 11. **PROTECTION OF WORK, PROPERTY AND PERSONS**

- 11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs and programs in connection with the WORK. He/she will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He/she will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He/she will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or part, to the fault or negligence of the CONTRACTOR.
- 11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He/she will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

## **GENERAL CONDITIONS (continued)**

### **12. SUPERVISION BY CONTRACTOR**

- 12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

### **13. CHANGES IN THE WORK**

- 13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the AGREEMENT. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.
- 13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he/she shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

### **14. CHANGES IN CONTRACT PRICE**

- 14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:
- (a) Unit prices previously approved.
  - (b) An agreed lump sum.
  - (c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15%) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

## GENERAL CONDITIONS (continued)

### 15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.
- 15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.
- 15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay the OWNER the amount for liquidated damages as specified in the SUPPLEMENTAL CONDITIONS for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.
- 15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.
- 15.4.1 To any preference, priority or allocation order duly issued by the OWNER.
  - 15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a CONTRACT with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and
  - 15.4.3 To the delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

### 16. CORRECTION OF WORK

- 16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

## **GENERAL CONDITIONS (continued)**

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and STORE the materials at the expense of the CONTRACTOR.

### **17. SUBSURFACE CONDITIONS**

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS;  
or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if he/she finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an, equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he/she has given the required WRITTEN NOTICE; provided that the OWNER may, if he/she determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

### **18. SUSPENSION OF WORK, TERMINATION AND DELAY**

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his/her creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his/her property, or if he/she files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he/she repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or

## GENERAL CONDITIONS (continued)

equipment, or if he/she disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he/she disregards the authority of the ENGINEER, or if he/she otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his/her surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he/she may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect cost of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

- 18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.
- 18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.
- 18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

## GENERAL CONDITIONS (continued)

18.6 If the performance of all or any portion of WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, and adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

### 19. **PAYMENTS TO CONTRACTOR**

- 19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approval partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. The OWNER at any time, however, after fifty (50) percent of the WORK has been completed, if he/she finds that satisfactory progress is being made, shall reduce retainage to five (5) percent on the current and remaining estimates. When the WORK is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5%) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.
- 19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
- 19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.
- 19.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

## **GENERAL CONDITIONS (continued)**

- 19.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.
- 19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, material, men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his/hers Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.
- 19.7 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

### **20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

- 20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance Bond and Payment Bonds.

### **21. INSURANCE**

- 21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

## GENERAL CONDITIONS (continued)

- 21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
  - 21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
  - 21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
  - 21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offence directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and
  - 21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.
- 21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.
- 21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;
- 21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.
  - 21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.
- 21.4 The CONTRACTOR shall procure and maintain, at his/her own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his/her employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation Statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his/her employees not otherwise protected.

## **GENERAL CONDITIONS (continued)**

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

### **22. CONTRACT SECURITY**

22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

### **23. ASSIGNMENTS**

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of his/her right, title or interest therein, or his obligations there under, without written consent of the other party.

### **24. INDEMNIFICATION**

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts

## **GENERAL CONDITIONS (continued)**

any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

- 24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his/her agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

### **25. SEPARATE CONTRACTS**

- 25.1 The OWNER reserves the right to let other CONTRACTS in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his/her WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.
- 25.2 The OWNER may perform additional WORK related to the PROJECT by himself or he may let other CONTRACTS containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such CONTRACTS (or the OWNER, if he/she is performing the additional WORK himself/herself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.
- 25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he/she may make a claim therefore as provided in Section 14 and 15.

### **26. SUBCONTRACTING**

- 26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.
- 26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(S), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the OWNER.
- 26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his/she SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.
- 26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

## **GENERAL CONDITIONS (continued)**

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

### **27. ENGINEER'S AUTHORITY**

27.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK perceptibility of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

### **28. LAND AND RIGHTS-OF-WAY**

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

### **29. GUARANTY**

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of two (2) years from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of two (2) years from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

### **30. TAXES**

30.1 The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

## **SUPPLEMENTAL CONDITIONS**

- SC-1 The CONTRACTOR shall be responsible for checking with other utility companies (gas, telephone, cable, electricity, etc.) to verify presence or absence of underground facilities prior to beginning excavation. The CONTRACT drawings show such utilities as have been identified, but no claim is made that all utilities have been located, and the CONTRACTOR shall bear the responsibility and cost for repair of such facilities as may be damaged by his operations.
- SC-2 No claim is made as to the nature of the soil, or the presence or absence of rock, in the construction area. The CONTRACTOR shall evaluate and judge the nature of the soils to be encountered in construction, and no extra payment will be made for rock excavating.
- SC-3 All work shall be subject to inspection by the RESIDENT PROJECT REPRESENTATIVE (RPR).
- SC-4 The CONTRACTOR will, unless otherwise approved by the ENGINEER, prosecute the construction of this project during normal working hours as defined below:
- (a) Normal work day shall mean normal eight-hour working day.
  - (b) Normal work week shall mean the forty-hour week encompassing the five (5) eight-hour days, Monday through Friday.
  - (c) Holidays to be observed and to be included into the normal work week will be: Labor Day September 7

Any of the above dates falling on Sunday shall be observed on the Monday following. All work contemplated to be done, which will not be in accordance with the normal hours, will require prior approval of the ENGINEER. Work which is of necessity and performed at times other than normal working hours will not require prior approval unless construction scheduling can be arranged to prevent such conflict of time requirements.

- SC-5 The CONTRACTOR shall familiarize himself/herself and employees with the requirements of the U.S. Labor Department's Occupational Safety and Health Administration Standards. He shall work in accordance with these OSHA standards and regulations.

### SC-6 **CONTROL of WORK and MATERIALS**

- SC-6.1 Authority of the ENGINEER. All work shall be done under the supervision of the ENGINEER and to his satisfaction. He/She 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, sequence of construction, interpretation of the plans and specifications, acceptable fulfillment of the CONTRACT, compensation, mutual rights between contractors under these specifications and the suspension of work. He shall determine the amount and quality of the work performed and materials furnished and his decisions and estimates shall be final. His estimates in such event shall be a condition precedent to the right of the CONTRACTOR to receive money due under the CONTRACT.
- SC-6.2 Authority and duties of RPR. RPR, designated by and acting under the direction of the ENGINEER, shall have the authority to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The RPR is authorized to call to the attention of the CONTRACTOR any failure of the work or materials to conform to the plans, specifications and CONTRACT DOCUMENTS.

### SUPPLEMENTAL CONDITIONS (continued)

- SC-6.3 He/She shall have the authority to reject materials or suspend the work until any question at issue can be referred to and decided by the ENGINEER.
- SC-6.4 The RPR is not authorized to revoke, alter or waive any requirements of the plans and specifications. He/She shall in no case act as foreman or perform other duties for the CONTRACTOR, nor interfere with the management of the work by the latter. Any advice which the RPR may give the CONTRACTOR shall in no way be construed as binding the ENGINEER in any way, or releasing the CONTRACTOR from fulfilling all of the terms of the CONTRACT.
- SC-6.5 If the CONTRACTOR refuses to suspend operations on verbal order of the RPR, a written order will be presented the CONTRACTOR by RPR giving the reasons for suspension of work. After placing the order in the hand of the man-in-charge, the RPR shall immediately leave the job. Work performed during the absence of the RPR will not be accepted nor paid for. If so directed by the ENGINEER, the work shall be removed and replaced.
- SC-7 Delays beyond the control of the CONTRACTOR and without fault or negligence on his/her part for which time extensions will be considered, will include, but not necessarily be limited to acts of God, acts of the Authority in its contractual capacity, acts of another contractor in the performance of a CONTRACT with the Authority, floods, strikes, freight embargoes, or delays of material suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the CONTRACTOR or supplier. An average and normal amount of adverse weather conditions were taken into consideration in setting the calendar day time for this CONTRACT, and adverse weather conditions will not be considered as a basis for the extension of the CONTRACT time except in the case of severe and protracted precipitation or sub-freezing weather conditions which prevent the CONTRACTOR from working on the CONTRACT at least 40% of the CONTRACT time. In case of extension of time for weather conditions is allowed, consideration will be given to the fact that an average and normal amount of adverse weather conditions were considered in setting the calendar day time for completion of the CONTRACT. The CONTRACTOR agrees to place sufficient and proper equipment on the project to complete it within the calendar days specified and no equipment which has been placed on the project may be removed from it without prior authority of the ENGINEER.
- SC-8 The CONTRACTOR shall keep the premises free from accumulation of waste material and rubbish and at the completion of the work shall remove from the premises all rubbish, implements and surplus materials and leave the area clean, and in a condition acceptable to the owner.
- SC-9 After the CONTRACT has been awarded, and prior to the start of work, the CONTRACTOR and his job superintendent, shall meet the CITY ENGINEER to review the plans and specifications and discuss a satisfactory schedule and working methods.
- SC-10 The CONTRACTOR shall furnish to the OWNER a bar graph type work schedule, which shall show all major work items. This schedule shall be revised as necessary to keep it current, and the CONTRACTOR shall furnish the OWNER with copies of the revised schedule on request.

## **SUPPLEMENTAL CONDITIONS (continued)**

SC-11 The CONTRACTOR shall be responsible for the correct setting out of the work in accordance with the drawings. The CONTRACTOR shall verify all data at site prior to start of construction work. If there is any discrepancy between the site conditions and the drawings, the CONTRACTOR shall notify the CITY ENGINEER, in writing, and shall not proceed with any work affected by such discrepancy until he/she has instructions from the ENGINEER.

### **SC-12 ADJACENT and ADJOINING PROPERTY**

SC-12.1 The CONTRACTOR shall not use adjacent property other than that shown on the plans or the public domain for storage of materials or any other purpose whatsoever unless the CONTRACTOR has first shown the OWNER that he has proper authority to use the property or properties. The CONTRACTOR shall make good, at his own expense, any and all damage arising from his/her work operations. When the property or properties are no longer required, the CONTRACTOR shall restore same to the original condition and leave same free of all debris, rubbish, etc.

SC-12.2 Access to the project has been granted along a 20 foot. Temporary Construction Easement parallel to the West line of the existing concrete canal. The CONTRACTOR shall make his/her own arrangements with the adjacent property owner for use of any additional encroachment that might be required during construction.

SC-12.3 CONTRACTOR NOTE: positive protection methods shall be employed to protect properties from falling debris, tools, and equipment or construction materials during the construction period.

SC-13 The question of jurisdiction of work between the various crafts or sub-contractors as herein specified shall be settled by the CONTRACTOR.

SC-14 The advertising privileges will be retained by the OWNER, and the CONTRACTOR shall keep the premises free from all unauthorized posters, decorations, signs, etc.

SC-15 BIDDERS shall visit the site of the work and thoroughly familiarize themselves with all conditions affecting the proposed work.

SC-16 The CONTRACTOR shall not subcontract any portion of this work, without approval of the OWNER.

SC-17 (a) GENERAL CONTRACTOR shall examine all drawings prior to bidding, and shall require material suppliers to provide items of work shown on any of the drawings.

(b) OWNER shall decide the meaning and intent of the specifications and drawings where they may be found obscure or be in dispute.

(c) It is the intent that this be a completed project as far as the CONTRACT DOCUMENTS set forth. It is not the intent that different phases of the work be delegated to various trades and subcontractors by the CONTRACT documents set forth. CONTRACTOR alone will be responsible for the completed project.

**SUPPLEMENTAL CONDITIONS (continued)**

- (d) Where the word "furnish", "provide", and/or "install" are used, it shall be interpreted to mean that the CONTRACTOR is responsible for furnishing, providing, and installing, ready for successful and continuous use, all items of work. CONTRACTOR shall provide all items, articles, materials, operations or methods listed, mentioned or scheduled, either on the drawings, or in the specifications, or both including all labor, materials, equipment and incidentals necessary and required for completion.
- SC-18 Before ordering any materials or doing any work, CONTRACTOR shall verify, all measurements at site and be responsible for corrections 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 for consideration before proceeding with the work.
- SC-19 Concrete shall be 3,500 psi at 28 days, as supplied by a local ready mix supplier. Tests will be run by a local laboratory and paid for by the CITY.
- SC-20 Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the work within the time specified in the CONTRACT DOCUMENTS. Bidder must agree to pay as liquidated damages for each consecutive calendar day thereafter the sum as provided in the following schedule since delay increases cost and reduces revenue to the CITY:

**LIQUIDATED DAMAGES SCHEDULE**

Original CONTRACT Amount, From and <u>More Than</u>	To and Including	Daily Charges Calendar Day
\$ 0.00	\$25,000.00	\$100.00
25,000.00	50,000.00	200.00
50,000.00	100,000.00	300.00
100,000.00	500,000.00	500.00
500,000.00	1,000,000.00	500.00
1,000,000.00	2,000,000.00	750.00
2,000,000.00	3,000,000.00	750.00

The amounts are based on CONTRACT amounts and reflect estimates of incurred by the CITY due to the added cost of Engineering, Inspection, testing, and other extra expenditures of public funds made necessary by the CONTRACTOR'S failure to complete the WORK within the CONTRACT TIME. The City assesses Liquidated Damages as an alternative to the more difficult and time consuming calculation of determining the actual City costs.

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# **SPECIFICATIONS**

## **MEASUREMENT and PAYMENT**

### **I GENERAL**

It is the intent of this procurement to obtain a section of concrete canal wall in accordance with plans and specifications. The wall shall be completed and backfilled, and in all respects ready for use. The CONTRACTOR shall provide all labor, material, equipment transportation, consumables, pumps and drainage, dewatering supervision, insurance, bonds, and overhead to complete the work within the time set forth in the CONTRACT. All costs shall be included in the BID Items listed in the BID FORM. Any costs not specifically delineated in the BID FORM or in the Descriptions below shall be included by the CONTRACTOR in an appropriate Bid Item. The sum of the extended Total Price of all Bid Items shall include all costs for completion of the work described in the Plans and Specifications, and will be the Bid Price for the total work.

### **II BID ITEM DESCRIPTIONS AND BASIS FOR PAYMENT**

1. **SITE CLEARING**  
Under this Item the CONTRACTOR shall remove the collapsed wall and chain link fence, and all mud, rocks, boulders, dirt and any other debris as required to clear the work area and make the area suitable for construction. All materials removed become the property and responsibility of the CONTRACTOR, and he/she shall be responsible for its disposal. Payment Under this item shall be made at the CONTRACT unit price bid, which shall include all materials, labor, equipment and expense necessary to complete the WORK.
2. **CUT AND REMOVE CANAL FLOOR**  
Under this Item the CONTRACTOR shall cut to neat lines a portion of the existing ten inch canal floor, as described on the drawings; and break up and dispose of same. All material removed shall become property and responsibility of the CONTRACTOR. Payment for this Item shall be made at the CONTRACT unit price bid, which shall include all materials, labor, equipment and expense necessary to complete the WORK.
3. **FORMED VERTICAL WALL/FOOTING**  
Under this item the CONTRACTOR shall construct the Formed Vertical Wall as shown on the plans. The BID for this item shall include all excavation, construction joints, expansion joints, curing, placing and removing forms, furnishing all reinforcing steel and accessories, furnishing and placing concrete and backfilling. Any off site soil for completing backfill behind the wall shall be considered incidental and part of this item. Payment under this item shall be made at the CONTRACT unit price bid, which shall include all materials, labor, equipment and expense necessary to complete the WORK.
4. **CHAIN LINK FENCE**  
Under this Item the CONTRACTOR shall install approximately 157'-0" of chain link fence to match existing fence, and to straighten or repair the existing fence as necessary immediately adjacent to the collapsed wall to match the new fence. Payment for this item shall be made at the CONTRACT unit price bid which shall include all materials, labor, equipment and expense necessary to complete the WORK.

## **MEASUREMENT and PAYMENT (continued)**

### **5. SOD PLACEMENT**

Under this item the CONTRACTOR shall install approximately 3,140 square feet of solid slab sodding. The top twelve (12") inches of backfill is to be Top Soil and free of rocks or debris larger than two (2") inches in any dimension. The top soil shall be raked and smoothed to grade before solid slab sod is put down. Once the solid slab sod is placed, it is to be rolled and watered. It is the CONTRACTOR'S responsibility to water the sod a minimum of three (3) times a week for two (2) weeks after all construction is completed.

# CONCRETE FORMWORK

## **I GENERAL**

### **A. DESCRIPTION OF WORK**

1. Work under this section consists of furnishing everything necessary for and incidental to the execution and completion of all concrete formwork, as indicated on the drawings and specified herein.
2. The extent of formwork is indicated by the concrete structures shown on the drawings.
3. The work includes providing formwork and shoring for cast-in-place concrete, specifically finished concrete and installation into formwork of items furnished by others such as anchor bolts, setting plates, bearing plates, anchorages, inserts, frames, nosing's and other items to be imbedded in concrete (but not including reinforcing steel).

### **B. QUALITY ASSURANCE**

1. **CODES AND STANDARDS:** Unless otherwise shown or specified design, obstruct, erect, maintain, and remove forms and related structures, for cast-in-place concrete work in compliance with the following:

ACI 347: Recommended Practice for Concrete Form-work.

USPS PSI: Product Standard for Softwood Plywood –  
Construction and Industrial.

2. **ALLOWABLE TOLERANCES**
  - (a) Construct formwork to provide completed cast-in-place concrete surfaces complying with the tolerances specified in ACI374.
  - (b) Before concrete placement, check the lines and levels of erected formwork. Make corrections and adjustments to ensure proper size and location of concrete members and stability of forming systems.
  - (c) During concrete placement, check formwork and related supports to ensure that forms are not displaced and that completed work will be within specified tolerances.

### **C. SUBMITTALS**

**MANUFACTURER'S DATA - CONCRETE FORMWORK:** For information only, submit two (2) copies of manufacturer's date and installation instructions for proprietary materials including form coatings and manufactured form systems.

## CONCRETE FORMWORK (continued)

### II PRODUCTS

#### A. FORM MATERIALS

1. FORMS FOR EXPOSED CONCRETE: Unless otherwise shown or specified, construct formwork for exposed concrete surfaces with high density overlay plyform Class I or II. Panels shall be APA grade-trade-marked and meet requirements of the latest edition of U.S. Product Standard PSI. Overlay shall not stain the surface of the architectural concrete. Provide continuous, straight, smooth as-cast surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings. Provide form material with sufficient thickness to withstand pressure of newly placed concrete without bow or deflection (minimum  $\frac{3}{4}$ ").
2. FORMS FOR UNEXPOSED CONCRETE: Form concrete surfaces which will be unexposed in the finished structure with plywood, lumber, metal or other acceptable material. Provide lumber that is dressed on at least 2 edges and 1 side for tight fit, tongue and grooved, free from loose knots and of such moisture content as to prevent free absorption of moisture.
3. FORM COATING: Provide commercial formulation form coating compounds that will not bond, stain, nor adversely affect concrete surfaces, and will not impair subsequent treatment of concrete surfaces requiring bond or adhesion, nor impede the wetting of surfaces to be cured with water or curing compounds. Release agent shall be used in strict accordance with manufacturer's recommendations.
4. SCREED CHAIRS: Metal. Wood not permitted.
5. CORNER CHAMFER: Shall be mill run white pine solid material or preformed PCV at all exposed corner of columns, walls and beams.

#### B. DESIGN OF FORMWORK

1. Design, erect, support braces, and maintain formwork so that it will safely support vertical and lateral loads that might be applied, until such loads can be supported by the concrete structure. Carry vertical and lateral loads to ground by formwork system and in-place construction that has attained adequate strength for that purpose. Construct formwork so that concrete members and structures are of correct size, shape, alignment, elevation and position.
2. Design formwork to be readily removable without impact shock or damage to cast-in-place concrete surfaces and adjacent materials.
3. Provide formwork sufficiently tight to prevent leakage of cement paste during concrete placement. Solidly butt joints and provide backup material at joints as required to prevent leakage and fins. Seal form joints with foam tape or other demonstrated effective means.

## CONCRETE FORMWORK (continued)

### III EXECUTION

#### A. **GENERAL**

Construct form complying with ACI347, to the exact sizes, shapes, lines and dimensions shown, and as required to obtain accurate alignment, location, grades, level and plumb work in finished structures.

#### B. **INSTALLATION OF EMBEDDED ITEMS**

1. **GENERAL:** Set and build into the work embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions and directions provided by suppliers of the items to be attached thereto. At the CONTRACTORS option holes may be drilled in the top of the wall for setting of fence posts for the chain link fence.
2. **EDGE FORMS AND SCREED STRIPES FOR SLABS:** Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in the finished slab surface. Provide and secure units to support types of screeds required.

#### C. **REMOVAL OF FORMS**

**GENERAL:** Formwork not supporting concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than fifty degrees (50°F) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided that curing and protection operations are maintained.

#### D. **RE-USE OF FORMS**

1. Clean and repair surfaces of forms to be re-used in the work. Split, frayed, delaminated or otherwise damaged form facing material will not be acceptable. Apply new form coating compound material to concrete contact surfaces as specified for new formwork.
2. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, tighten forms to close all joints. Align and secure joints to avoid offsets. Do not use "patched" forms for exposed concrete surfaces, except as acceptable to the OWNER.

# CONCRETE REINFORCEMENT

## I GENERAL

### A. DESCRIPTION OF WORK

1. Work under this section consists of furnishing everything necessary for and incidental to the execution and completion of all concrete reinforcement work as indicated on the drawings and specified herein.
2. The extent of concrete reinforcement is shown on the drawings and in the schedules.
3. The work included fabrication and placement of reinforcement for cast-in-place concrete, including bars, ties and supports.

### B. QUALITY ASSURANCE

CODES AND STANDARDS: Comply with requirements of the latest edition of the following codes and standards, except as herein modified:

1. American Welding Society, AWS D1.4-1979, "Structural Welding Code Reinforcing Steel".
2. Concrete Reinforcing Steel Institute, "Recommended Practice for Placing Reinforcing Bars.
3. Concrete Reinforcing Steel Institute, "Manual of Standard Practice for Reinforced Concrete Construction".
4. American Concrete Institute, ACI 318 "Building Code Requirements for Reinforced Concrete".
5. ASTM A615: Specifications for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.

### C. SUBMITTALS

1. The CONTRACTOR shall check CONTRACT drawings before starting shop detailing.
2. SHOP DRAWINGS: The CONTRACTOR shall submit to the OWNER, six (6) copies of detailed shop drawings showing fabrication, sizes, bending and placement of reinforcing steel proposed for the work, and shall not commence fabrication of the reinforcement until he/she receives written approval of the shop drawings submitted.
3. APPROVAL: Corrections or comments made on shop drawings during OWNER'S reviews do not relieve the CONTRACTOR from compliance with requirements of the drawings and specifications. The review is only for general conformance with the design concept of the project and general compliance with the information given in the CONTRACT DOCUMENTS. The CONTRACTOR is responsible for confirming and correlating all quantities and dimensions; coordinating his/her work with that of all other trades; and performing his/her work in a safe and satisfactory manner.

## CONCRETE REINFORCEMENT (continued)

### II PRODUCTS

#### A. MATERIALS

1. REINFORCING BARS: Unless otherwise shown, all reinforcing bars shall be rolled from new billets, shall conform to ASTM A615 Specifications for Billet-Steel Bars for Concrete Reinforcement and shall be of the grade 40. Unless otherwise shown, all reinforcing bars shall be deformed and shall conform to the requirements of the ASTM 615 Specifications for Minimum Reinforcement. The deformed bars used shall have a net sectional area at all points equivalent to that of plain bars of equal nominal size. Twisted steel bars shall not be used.
2. SUPPORTS FOR REINFORCEMENT: Bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcement in place.
  - (a) Use wire bar type supports complying with CRSI recommendations, unless otherwise indicated. Do not use wood, brick or concrete block.
  - (b) For slabs on grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
  - (c) For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide supports with either hot-dip galvanized or plastic protected or stainless steel protected legs at CONTRACTOR'S option.
3. TIRE WIRE: Sixteen (16) gauge minimum and in sufficient quantity to hold reinforcement accurately in place during concrete placement operations.
4. WELDED STEEL WIRE FABRIC: Shall conform to the requirements of ASTM A185 and shall be of the size and space opening as designated on the drawings.

#### B. FABRICATIONS

1. GENERAL: Fabricate reinforcing bars to conform to required shapes and dimensions, with fabrication tolerances complying with CRSI MANUAL. Straighten reinforcement in a manner that will not injure or weaken the material.
2. UNACCEPTABLE MATERIALS: Reinforcement with any of the following defects will not be permitted in the WORK:
  - (a) Bar lengths, depths and bends exceeding specified fabrication tolerances.
  - (b) Bends or kinks not indicated on drawings or final shop drawings.
  - (c) Bars with reduced cross-section due to excessive rusting or other cause.
3. IDENTIFICATION: Tie reinforcing bars in bundles and tag with weatherproof tags showing shop drawing numbers.

## CONCRETE REINFORCEMENT (continued)

### III EXECUTION

1. Comply with the Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars" for details and methods of reinforcement placement and support, and as herein specified.
2. Clean reinforcement to remove loose rust and mill scale, earth, ice and other materials which reduce or destroy bond with concrete.
3. Position, support, and secure reinforcement against displacement, for formwork, construction or concrete placement, operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers and hangers, as required.
4. Provide sufficient numbers of supports and of strength to carry reinforcement. Do not place reinforcing bars more than two (2") inches beyond the last leg of any continuous bar support. Do not use supports as bases for runways for concrete conveying equipment and similar construction loads.
5. Provide standard reinforcement splices by lapping ends and placing bars in contact as shown on the drawings, and tightly wire tying. Comply with requirements of ACI318 for minimum lap of spliced bars.

## CONCRETE ADMIXTURES

Provide admixtures produced by established reputable manufacturers and use in compliance with the manufacturer's printed directions. Do not use admixtures which have been incorporated and tested in the accepted mixes, unless otherwise authorized in writing by the OWNER.

Admixtures when used shall conform to the following standards:

Air-Entraining Admixture:	ASTM C 260
Water-Reducing Admixture:	ASTM C 494, Type A
Set-Control Admixtures:	ASTM C 494, as follows:
Type B, Retarding	
Type C, Accelerating	
Type D, Water-reducing and Retarding	
Type E, Water-reducing and Accelerating	

Calcium Chloride will not be permitted in concrete, unless otherwise authorized in writing by the OWNER. Do not use admixtures containing Calcium Chloride where concrete is placed against galvanized steel, or in mix using high-early strength cement.

## CONCRETE CURING (continued)

3. Cover surface with moist fabric. Keep fabric moist and in direct contact with surface so that a film of water remains on the surface throughout the curing period. This method may be used on all concrete surfaces.
4. Cover surface with curing paper. Lap sides and ends at least three (3") inches and seal with tape. This method may be used on all concrete surfaces.
5. Apply a uniform coat of liquid curing compound in accordance with manufacturer's recommendations. This method may be used on all concrete surfaces except those scheduled to receive bonded materials. Do not use this method in hot weather.

### C. TEMPERATURE OF CONCRETE DURING CURING

1. When the atmospheric temperature is 40°F and below, maintain the concrete temperature between 50°F and 70°F continuously throughout the curing period. When necessary, make arrangements before concrete placing for heating, covering, insulating or housing as required to maintain the specified temperature and moisture conditions, continuously for the concrete curing period. Do not use combustion the first 24 hours of curing without taking precautions to prevent exposure of the concrete to exhaust gases. Provide cold weather protection complying with the requirements of ACI306.
2. When the atmospheric temperature is 80°F and above or during other climatic conditions which will cause too rapid drying of the concrete, make arrangements before the start of concrete placing for the installation of wind breaks or shading, and for fog spraying, wet sprinkling or moisture retaining covering. Protect the concrete continuously for the concrete curing period. Provide hot weather protection complying with the requirements of ACI 305.
3. Maintain temperature as uniform as possible, and protect from rapid atmospheric temperature changes. Avoid temperature changes in concrete which exceed 50°F in any one hour and 50°F in any 24 hour period.

## **CONCRETE AND RELATED WORK**

### **I CONCRETE WORK**

#### **A. GENERAL**

All concrete work shall be done in a workmanlike manner in accord with good commercial practice. Concrete shall be made with Type I cement by a local commercial ready-mix concrete company, and shall develop compressive strength of 3,500 (psi) pounds per square inch in 28 days. Coarse aggregate shall be one (1") inch maximum size. Slump shall not exceed five (5") inches. Admixtures shall not be used unless previously approved by the OWNER. Temperature of concrete as it comes from the truck shall not exceed 90°F. Concrete will be rejected if either slump or temperatures are exceeded. Concrete shall be placed in clean forms and excavations, and thoroughly vibrated with electric or air powered vibrators. Concrete shall not be placed in mud or un-excavated loose material. Over excavation shall be replaced with 2,000 psi concrete, at no cost to the OWNER.

Caulking materials and expansion joint materials shall be as approved by the ENGINEER. Samples will not be required, but manufacturer descriptive literature shall be submitted for approval.

#### **B. FORMS**

All walls shall be straight, square, and plumb with exposed edges chamfered, or rounded with a finishing tool. Form material, bracing, and ties shall be the CONTRACTOR'S option except wooden form spacers in the concrete shall not be used. Cones or other spacers on ties shall be removed and holes filled with flexible caulking or other suitable filler approved for the purpose. Forms (and reinforcing) shall be washed thoroughly with clean water immediately before concrete placement is begun. Forms shall be stripped only upon approval of the ENGINEER, when concrete has set long enough to prevent damage to the structure.

#### **C. CURING**

Concrete may be cured any generally accepted method that will prevent the concrete from drying during the first seven days, without injury to, or discoloration of the concrete, subject to prior approval of the ENGINEER.

#### **D. JOINTS**

Approved flexible plastic water stops, or copper, or 1/4" used steel plate, shall be placed in all joints in new concrete to prevent entry or leakage of water. The water stops shall extend not less than four (4") inches into concrete on either side of the joint.

## CONCRETE AND RELATED WORK (continued)

### E. REINFORCING STEEL

Reinforcing steel shall have a yield strength of not less than 36,000 psi and shall be a commercially produced deformed round bar sold to the trades for use as reinforcement in concrete. Loose rust and mill scale, mud, dirt, oil and loose concrete shall be removed by hammering, brushing, or washing as required. Tight rust is not objectionable. Reinforcing (and forms) shall be thoroughly washed with clean water immediately before concrete placement is begun. Laps, splices, bends, spacing and cover over reinforcement shall be in accord with specifications and standards of the American Concrete Institute and as approved by the ENGINEER.

- F. It is the intent of this specification to obtain a good commercial concrete job without undue or unnecessarily restrictive requirements. In event of unexpected or unusual unforeseen conditions, the CITY ENGINEER shall approve or reject as appropriate the CONTRACTOR'S proposed methods, schedules, or materials. Ruling of the ENGINEER shall be final. Note that no concrete shall be placed unless an INSPECTOR has approved forms, reinforcement, and the tools for placing and finishing the concrete. Two (2) vibrators in working condition must be on the job and operating when placement begins, unless an exception is specifically approved by the INSPECTOR for each individual pour.

## II EARTHWORK

### A. GENERAL

It is the intent of this specification that the excavation be the minimum required to install the work. The drainage shall not be blocked at any time.

### B. SURPLUS MATERIAL

Note that some loose material has been dumped on the area. Such material may be incorporated in the bottom of fill areas when the wall is backfilled. It is not anticipated that material will be exported from the site with the exception of salvaged reinforcing steel and broken concrete.

### C. COMPACTION

Mechanical compaction of backfill shall be as shown on the drawings.

### D. ROCK AND BACKFILL

Boulders and loose rock, broken concrete, etc. shall be removed from the site and disposed of by the CONTRACTOR.

# CAST-IN-PLACE CONCRETE

## **I GENERAL**

DESCRIPTION: Work under this section consists of furnishing everything necessary for and incidental to the execution and completion of all concrete work, as indicated on the drawings and specified herein.

### **A. QUALITY ASSURANCE**

1. **CODES AND STANDARDS:** Comply with the provisions of the following codes, specifications and standards, except where more stringent requirements are shown or specified:
  - (a) ACI 301 "Specifications for Structural Concrete for Buildings".
  - (b) ACI304 "Recommended practice for Measuring, Mixing, Transporting and Placing Concrete".
  - (c) ACI 311 "Recommended Practice for Concrete Inspection".
  - (d) ACI 318 "Building Code Requirements for Reinforced Concrete".
  - (e) Concrete Reinforcing Steel Institute, "Manual of Standard Practice".
2. **WORKMANSHIP:** The CONTRACTOR is responsible for correction of concrete work which does not conform to the specified requirements, including strength, tolerances and finishes. Concrete deficiencies shall be as directed by the OWNER.

## **II EXECUTION**

### **A. PREPARATION**

#### **1. PRE-PLACEMENT INSPECTION**

- (a) Before placing concrete, inspect and complete the formwork installation, reinforcing steel, preformed joint fillers, vapor barriers, water stops, and items to be embedded or cast-in. Notify other crafts involved in ample time to permit the installation of their work; cooperate with other trades in setting such work, as required.
- (b) Thoroughly wet wood forms immediately before placing concrete, as required where form coatings are not used. Where coating is used, apply with a brush or spray covering the form evenly without excess drip. Do not use form oil which causes softening or permanent staining of the concrete.

## CAST-IN-PLACE CONCRETE

- (c) Soil at the bottom of foundation systems is subject to testing for soil bearing value by the testing laboratory, as directed by the OWNER. Place concrete immediately after approval of foundation excavations. Excavate and backfill as necessary to complete the concrete work. Place concrete on subgrades that are well compacted to level and true grade. Before concrete is poured in areas between slabs on grade previously poured recheck compaction of subgrade and if necessary, recompact to avoid settlement of slabs on grade previously poured, recheck compaction of subgrade and if necessary, recompact to avoid settlement of slabs at joints. Seal extremely porous subgrades in a manner approved by the OWNER. Remove all ice, debris and excess water from subgrades.
- (d) Coordinate the installation of joint materials and moisture barriers with placement of forms and reinforcing steel.
- (e) The installation of inserts and sleeves is subject to the inspection and approval of the supervisors of the particular trades involved. Finish voids in sleeves and inserts temporarily with readily removable material.
- (f) Notify OWNER 24 hours before placing concrete.

### B. CONCRETE PLACEMENT

#### GENERAL

Place concrete in compliance with the practices and recommendations of ACI 304, and as specified herein. Do not place any concrete until the OWNER has reviewed the results of the design mix 28 day test breaks and approval is given to proceed.

1. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness within joints as herein specified. Perform concrete placing at such a rate that concrete that is being integrated with fresh concrete is still plastic. Deposit concrete as nearly as practicable to its final location to avoid segregation due to rehandling or flowing. Do not subject concrete to any procedure which will cause segregation.

## CAST-IN-PLACE CONCRETE (continued)

### D. BONDING

1. Roughen surfaces of set concrete at all joints, except where bonding is obtained by use of a concrete bonding agent, and clean surfaces of laitance, coatings, loose particles, and foreign matter. Roughen surfaces in a manner to expose bonded aggregate uniformly and to not leave laitance, loose particles of aggregate or damaged concrete at the surface.
2. Prepare for bonding of fresh concrete to new concrete that has set but is not fully cured, as follows:
  - (a) At joints between footings and walls and between walls and beams or slabs they support, and elsewhere, unless otherwise specified herein, dampen but do not saturate, the roughened and cleaned surface of set concrete immediately before placing fresh concrete.
  - (b) Use neat cement grout consisting of equal parts Portland cement and fine aggregate by weight and not more than six (6) gallons of water per sack of cement. Apply with a stiff broom or brush to a minimum thickness of 1/16". Deposit fresh concrete before cement grout has attained its initial set.

### E. CONCRETE SURFACE REPAIRS

1. PATCHING DEFECTIVE AREAS
  - (a) Repair exposed-to-view formed concrete surfaces where possible, that contain defects which adversely affect the appearance of the finish. Remove and replace the concrete having defective surfaces if the defects cannot be repaired to the satisfaction of the OWNER. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets, and holes left by the rods and bolts; fins and other projections on the surface; and stain and other discolorations that cannot be removed by cleaning.
  - (b) Repair concealed formed concrete surfaces, where possible, that contain defects that adversely affect the durability of the concrete. If defects cannot be repaired, remove and replace the concrete having defective surfaces. Surface defects, as such, include cracks in excess of 0.01 inch wide, cracks of any width and other surface deficiencies which penetrate to the reinforcement or completely through non-reinforced sections, honeycomb, rock pockets, holes left by tie rods and bolts and spalls except minor breakage at comers.

## CAST-IN-PLACE CONCRETE (continued)

- (g) Repair isolated random cracks and single holes not over one (1") inch in diameter by the dry-pack method. Groove the top of cracks, and cut out holes to sound concrete and clean of dust, dirt and loose particles. Dampen all cleaned concrete surfaces and brush with a neat cement grout coating. Place drypack before the cement grout takes its initial set. Mix drypack, consisting of one part Portland cement to 2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing. Compact drypack mixture in place and finish to match adjacent concrete. Keep patch areas continuously moist for not less than 72 hours.
- (h) Repair methods not specified above may be used, subject to the acceptance of the OWNER.

### 3. SET-CONTROL

Use set-control admixtures when required and accepted in mix design

### F. FIELD QUALITY CONTROL AND TESTING

Comply with requirements for the field testing of concrete as herein specified

Concrete shall meet or exceed the properties for concrete as defined in the mix design criteria and as herein specified. Failure of the concrete to meet any of these requirements shall be considered grounds for rejection of the concrete or the portion of the work performed with it.

### G. JOINTS

CONSTRUCTION JOINTS: Concrete shall be placed continuously so that the unit will be monolithic in construction. Fresh concrete may be placed against adjoining units provided the set concrete is sufficiently hard not be injured thereby. Joints not indicated shall be made and located to least impair strength and appearance of the structure.

## RELEASE OF CLAIMANTS

Date \_\_\_\_\_

Project \_\_\_\_\_

Owner \_\_\_\_\_

Dear Sir:

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

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

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### WARNING

The making of any false statement or representation herein may be a crime punishable under Title 18 U.S.C. §1001 which provides in part: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully makes false representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry, shall be fined not more than \$10,000.00 or imprisoned not more than five years, or both."

---

Sincerely \_\_\_\_\_

Contractor

By \_\_\_\_\_

(Signature)

Name \_\_\_\_\_

(Print or Type)

Title \_\_\_\_\_

(Print or Type)



# McAlester City Council

## AGENDA REPORT

Meeting Date:	<u>September 8, 2015</u>	Item Number:	<u>7</u>
Department:	<u>Police Department</u>	Account Code:	<u></u>
Prepared By:	<u>Gary Wansick</u>	Budgeted Amount:	<u>\$2,850.00</u>
Date Prepared:	<u>September 2, 2015</u>	Exhibits:	<u>1</u>

### Subject

Consider and act upon, approving a change order in the amount of \$3,186.08 to the bid price of \$39,811.85 to add a K-9 cage for our new drug dog.

### Recommendation

Motion to approve change order.

### Discussion

The City of McAlester Police Department thru donation is acquiring a new drug dog and this change order will facilitate the transportation of the new addition to the force.

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>GW</u>	<u>September 2, 2015</u>
City Manager	<u>P. Stasiak</u> <i>PJS</i>	<u>9-3-15</u>

Safety Materials Installation for Law  
 Enforcement Services  
 3435 South Zero Street

# Estimate

Date	Estimate #
8/11/2015	3511

Name / Address
McAlester Police Dept PO Box 388 McAlester, OK 74502

Project

Item	Description	Qty	Cost	Total
Radiotronics	city of mcalester k9 upgrade from curmt unit being built. HP51F110 - K9 HOT N POP FOR 2011-2016 INTERCEPTOR UTILITY / LONG RANGE PAGER SYSTEM DUAL BAND POPPER AND PAGER / 3/8 ANTENNA SWIVEL / MAX AIR FLOW FAN SYSTEM	1	1,728.00	1,728.00T
Shipping	UPS Standard Ground	1	45.00	45.00
american Alumini...	E/Z RIDER 1/3 PRISONER 2/3 K9 FOR FORD INTERCEPTOR SUV / K9 EXITS DRIVER SIDE / PRISONER ENTRY PASSENGER SIDE	1	2,010.40	2,010.40T
americianvan.	MATTE BLACK POWDER COAT / K9 DISH SPILL PROOF / CUSTOM FIT MATT / LED LIGHT RED/WHITE W/SWITCH	1	84.00	84.00T
Shipping	freight on k9 kennel system from Manufacturer	1	238.68	238.68
Labor	Installation of equipment (Additonal Labor from Build / Hot and Pop systems require more man hours to install	8	65.00	520.00T
475-0318	Single Cell Prisoner Transport System for 2013+ Ford PI Utility ( this is a credit from the single cell prisoner partition that is currently spec'd on the vehicle but will not be needed this price reflects the difference of k9 vs patrol unit. Out-of-state sale, exempt from sales tax	-1	1,440.00	-1,440.00T
			0.00%	0.00
<b>Total</b>				<b>\$3,186.08</b>

Customer Signature \_\_\_\_\_



# McAlester City Council

## AGENDA REPORT

Meeting Date: September 8, 2015 Item Number: 8  
Department: Court  
Prepared By: Karen Boatright Account Code: \_\_\_\_\_  
Date Prepared: September 3, 2015 Budgeted Amount: \_\_\_\_\_  
Exhibits: 2

### Subject

Consider and act upon, authorizing the Mayor to sign an agreement with American Municipal Services (AMS) for the collection of delinquent fines.

### Recommendation

Recommendation to authorize and approve contract.

### Discussion

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head		
City Manager	P. Stasiak <u><i>PJS</i></u>	<u>9-3-15</u>



American Municipal Services  
Corporate Office  
3724 Old Denton Road  
Carrollton, Texas 75007  
Phone: 888-290-5660  
Fax: 469.568.1119  
Web: [www.amsltd.us](http://www.amsltd.us)

## COLLECTION AGREEMENT

The City of McAlester, Oklahoma hereinafter collectively referred to as "Municipality" desires to utilize the services of American Municipal Services, ("AMS"), to perform collection activities for the Municipality, and American Municipal Services desires to undertake such collection activities. Accordingly, the parties agree that their relationship be governed by the terms of this Collection Agreement.

The Municipality agrees to periodically refer to AMS citations, fees, fines and/or warrants for collection. No specific number or dollar amount of citations and/or warrants that will be sent to AMS is represented or guaranteed by the Municipality. AMS agrees to use their best efforts to collect those citations and/or warrants sent to AMS by the Municipality. AMS agrees to skip trace those accounts where it is determined a good address is not known, to send each defendant a minimum of four letters, and to contact each defendant by telephone in an effort to have the defendant pay any fine and/or court costs due to the Municipality. AMS will limit all telephone calls to between the hours of 8:00 am and 7:00 pm from Monday through Friday, and between the hours of 8:00 am and 2:00 pm on Saturdays. No defendant is to be phoned on Sundays. All contacts between AMS staff and defendants are to be by telephone or by mail. No personal contacts are to ever occur. AMS agrees to honor a defendants request to contact the defendant during specified hours, or at a specified location.

AMS will arrange for all Defendants to send their payments directly to the Municipality. In the event a payment is sent to AMS by a Defendant, AMS will immediately forward that payment to the Municipality. AMS agrees that it will not deposit, endorse or otherwise negotiate any funds belonging to the Municipality.

AMS is authorized to arrange payment schedules with Defendants and to authorize partial payments, provided the entire amount to be paid by the Defendant equals the total of the fine and costs established by the Municipality. AMS agrees that they will first request payment in full from each defendant, and only when it appears a defendant is unable to make the full payment will AMS negotiate a payment plan. When a payment plan is established, AMS agrees to provide each defendant with a schedule of their payments, payment coupons and envelopes addressed to the Court. AMS agrees to monitor each payment plan, and to telephone and write each defendant who fails to comply with the plan.

All expenses in the collection process, including labor, postage, telephone, skip tracing, etc. shall be paid for by AMS. AMS is an independent contractor, and as such is not to be in any way considered an employee, agent, or representative of the Municipality. AMS agrees to constantly monitor their employees to insure all contacts with defendants are done in a polite, courteous, and helpful approach.

The Municipality agrees to review with AMS on a regular basis the amounts paid on those citations and warrants referred to AMS and to answer questions on specific accounts when a defendant claims they have already paid the fine, has served time for the offense, is the wrong person, or has had the case dismissed. AMS agrees to provide the Municipality with a report on all cases sent to AMS for collection within seven days of receipt by AMS and to monthly report to the Municipality on the cases AMS has for collection.

Pursuant to Oklahoma Statute 11 O.S. 22-138 that allows a Municipality to add up to a thirty-five percent (35%) collection fee to the amount a defendant owes a Municipality to cover the costs of utilizing a collection service such as AMS, Municipality will add Twenty-five Percent (25%) to the amount a defendant owes for each offense as a collection fee. AMS, for its collection services with these accounts, is to be paid the Twenty-five Percent (25%) that is added to each offense. The Municipality agrees to review with AMS on a weekly basis the amounts paid on those accounts referred to AMS. AMS agrees to invoice within 15 days from final Municipality confirmation of payments for the previous month's collections, said invoices being due and payable within thirty (30) days. AMS will not be paid on an account if the case is dismissed by the court for whatever reason, or the defendant is arrested.

Municipality hereby authorizes AMS to submit any and all Municipal Court files that have been or will be placed with AMS for collection to the State of Oklahoma's Warrant Intercept Program. Municipality will report any and all payments received from WIP to AMS. Municipality will retain the three percent collection fee sent to it along with each payment from WIP. AMS will be paid their regular collection fee for each case if payment is made by WIP and will be included in the monthly billing statement from AMS to the Municipality. The parties agree to cooperate and communicate with each other as needed to facilitate the effective operation of the WIP program.

The Municipality may withdraw any citation at any time from AMS, and either party to this Collection Agreement may terminate this Collection Agreement upon thirty (30) days written notice.

Municipality: McAlester, OK

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact person: \_\_\_\_\_

**City of McAlester, Oklahoma**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

American Municipal Services:

By:  Date: 09-03-15

**Gregory L. Pitchford, Chief Financial Officer**

# INDEMNIFICATION AGREEMENT

WHEREAS, American Municipal Services has agreed to use its best efforts to collect Warrants and Citations for the below named Municipality; and,

WHEREAS, the below named Municipality desires to be released from and indemnified from any and all liability from the actions of American Municipal Services, its employees, staff, officers, and agents in the collection of the Municipality Warrants and Citations; and,

WHEREAS, American Municipal Services, in order to obtain the business of collecting Warrants and Citations of the Municipality, is agreeable to indemnify the Municipality from any such liability;

IN CONSIDERATION THEREOF, American Municipal Services hereby agrees to indemnify, defend and hold harmless the below named Municipality from and against any and all losses, claims, demands, damages, suits or actions resulting from any activity of American Municipal Services, its agents, officers, staff, servants or employees in the handling and/or collecting of the below named Municipality's Warrants, Citations or monies.

Agreed to this the 3RD day of SEPTEMBER, 2015.

American Municipal Services:

By: \_\_\_\_\_

Gregory L. Pitchford, Chief Financial Officer

**MUNICIPALITY:**

City of McAlester, Oklahoma

# American Municipal Services

## Summary of Transactions by Year for City Of Mc Alester

Client Start Date:

First Files Date:

Count of CFI Referred	Amount CFI with \$0 Referred	\$0 Balance	Amount Resolved	% CFI Resolved	% Amount Resolved
7,459	\$5,406,301	4,847	\$3,240,580	65%	60%

### Referred To AMS, by Date Received

### Collected by AMS

Year	Person Count	Charges Count	Total Charges
2007	880	1,513	326,002
2008	592	723	252,412
2009	725	1,211	406,986
2010	1,139	1,914	595,828
2011	1,774	3,482	1,001,845
2012	1,041	1,686	498,364
2013	1,157	1,909	688,938
2014	1,213	2,214	868,946
2015	1,085	1,989	766,980
<b>Total:</b>	9,606	16,641	\$5,406,301
		Write Off	-243,314
		<b>Total to be collected by AMS:</b>	<b>\$5,162,987</b>

Year	Person Count	Payment Count	Total Payments
0	1	2	475
2007	101	115	16,746
2008	196	241	43,360
2009	219	311	54,774
2010	666	1,002	209,944
2011	1018	1,834	369,346
2012	1040	2,295	409,907
2013	1004	2,164	372,204
2014	1231	3,074	558,160
2015	827	1,746	348,119
<b>Total:</b>	6,303	12784	2,383,034
		Write Off	243,314
		Adjustments	-614,232
		<b>Amount Resolved</b>	<b>3,240,580</b>
		On Hold	17,308

Note: If a person has charges in multiple years, the person count will be incremented for each year.  
A person may have both Add On and Contingency fee types.

# AMS

American Municipal Services

## **COLLECTION AGREEMENT** (Warrants, Citations, Capias Pro Fines, etc.)

City of McAlester, Oklahoma hereinafter collectively referred to as "Municipality" desires to utilize the services of American Municipal Services, ("AMS"), to perform collection activities for the Municipality, and American Municipal Services desires to undertake such collection activities. Accordingly, the parties agree that their relationship be governed by the terms of this Collection Agreement.

The Municipality agrees to periodically refer to AMS citations and warrants for collection. No specific number or dollar amount of citations and/or warrants that will be sent to AMS is represented or guaranteed by the Municipality. AMS agrees to use their best efforts to collect those citations and/or warrants sent to AMS by the Municipality. AMS agrees to skip trace those accounts where it is determined a good address is not known, to send each defendant a minimum of four letters, and to contact each defendant by telephone in an effort to have the defendant pay any fine and/or court costs due to the Municipality. AMS will limit all telephone calls to between the hours of 8:00 am and 8:00 pm from Monday through Friday, and between the hours of 8:00 am and 2:00 pm on Saturdays. No defendant is to be phoned on Sundays. All contacts between AMS staff and defendants are to be by telephone or by mail. No personal contacts are to ever occur. AMS agrees to honor a defendants request to contact the defendant during specified hours, or at a specified location.

AMS will arrange for all Defendants to send their payments directly to the Municipality. In the event a payment is sent to AMS by a Defendant, AMS will immediately forward that payment to the Municipality. AMS agrees that it will not deposit, endorse or otherwise negotiate any funds belonging to the Municipality.

AMS is to be paid a contingent fee of Seventeen Percent (17%) of the fine amount collected on those Citations and/or warrants referred to AMS by the Municipality. AMS agrees to invoice the Municipality on or about the fifth (5) day of each month for the previous months collections, said invoices being due and payable within thirty (30) days. AMS will only be paid for those accounts where AMS contacted the defendant and a payment then followed. AMS will not be paid on an account if the defendant pays the fine prior to being contacted by AMS, the case is dismissed by the court for whatever reason, or the defendant is arrested.

All expenses in the collection process, including labor, postage, telephone, skip tracing, etc. shall be paid for by AMS. AMS is an independent contractor, and as such is not to be in any way considered an employee, agent, or representative of the Municipality. AMS agrees to constantly monitor their employees to insure all contacts with defendants are done in a polite, courteous, and helpful approach.

The Municipality agrees to review with AMS on a regular basis the amounts paid on those citations and warrants referred to AMS and to answer questions on specific accounts when a defendant claims they have already paid the fine, has served time for the offense, is the wrong person, or has had the case dismissed. AMS agrees to provide the Municipality with a report on all cases sent to AMS for collection within seven days of receipt by AMS and to monthly report to the Municipality on the cases AMS has for collection.

AMS is authorized to arrange payment schedules with Defendants and to authorize partial payments, provided the entire amount to be paid by the Defendant equals the total of the fine and costs established by the Municipality. AMS agrees that they will first request payment in full from each defendant, and only when it appears a defendant is unable to make the full payment will AMS negotiate a payment plan. In no case will AMS set payments at less than \$20.00 per month. When a payment plan is established, AMS agrees to provide each defendant with a schedule of their payments, payment coupons and envelopes addressed to the Court. AMS agrees to monitor each payment plan, and to telephone and write each defendant who fails to comply with the plan.

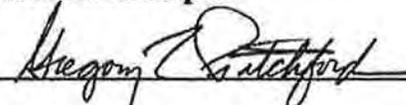
The Municipality may withdraw any citation or warrant at any time from AMS. This contract shall have a term of one (1) year, commencing on the date it is signed by the municipality and shall automatically renew itself annually and continue in effect unless a party to this agreement notifies in writing the other party at least 30 days prior to its renewal date for it not to renew.

Municipality: City of McAlester  
Address: PO Box 578 McAlester, OK 74502  
Telephone: 918-421-4939  
Contact person: Karen Boatright, Court Clerk

City of McAlester, Oklahoma

Signature by:  Date: 02/14/07

American Municipal Services:

By: 

Gregory Pitchford, Vice President Marketing and Sales

## INDEMNIFICATION AGREEMENT

WHEREAS, American Municipal Services has agreed to use its best efforts to collect Warrants and Citations for the below named Municipality; and,

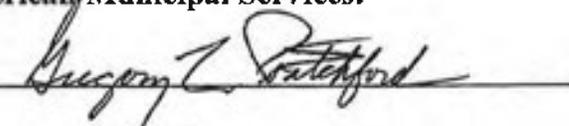
WHEREAS, the below named Municipality desires to be released from and indemnified from any and all liability from the actions of American Municipal Services, its employees, staff, officers, and agents in the collection of the Municipality Warrants and Citations; and,

WHEREAS, American Municipal Services, in order to obtain the business of collecting Warrants and Citations of the Municipality, is agreeable to indemnify the Municipality from any such liability;

IN CONSIDERATION THEREOF, American Municipal Services hereby agrees to indemnify, defend and hold harmless the below named Municipality from and against any and all loses, claims, demands, damages, suits or actions, of whatever type or nature, arising from, or in any way resulting from, or in any way connected with, any activity of American Municipal Services or its agents, attorneys, servants or employees in the handling and/or collecting of the below named Municipality Warrants, Citations or monies.

Agreed to this the 14 day of August, 2007.

American Municipal Services:

By: 

Gregory Pitchford, Vice President Marketing and Sales

MUNICIPALITY:

City of McAlester, Oklahoma



American Municipal Services  
3740 N. Josey Lane, Suite 225  
Carrollton, Texas 75007  
Ph: 800.555.5160  
Fax: 469.568.1119  
Web: [www.amsltd.us](http://www.amsltd.us)

Karen Boatwright Court Clerk  
City of McAlester  
PO Box 578  
McAlester, OK 74502

On May 22, 2009 the Governor of the State of Oklahoma signed HB 1800 into law. This statute took effect immediately upon signing by the Governor and is in effect at this time. You can view the statute on our website at [www.amsltd.us](http://www.amsltd.us).

HB 1800 authorizes a municipality that uses a collection agency to add a collection fee, not to exceed thirty-five percent (35%), to each item sent for collection. This includes unpaid fees, penalties, interest, court penalties, costs, fines and fees, or other sums due to the municipality. By utilizing the provisions of this statute, your city would receive one hundred percent (100%) of the amount originally owed to it, with the cost of collection being paid by the defendant/debtor.

If your city wishes to utilize the provisions of HB 1800, AMS will set our add-on collection fee at a discounted 25% rate rather than the 35% allowed by the state. We believe that reducing our rate will result in a higher rate of collection for your city by reducing the total amount owed by the debtor/defendant. Our goal, as always, is to be your debt collection agency provider of choice.

If your city wishes to utilize the provisions of HB 1800 please sign the enclosed addendum(s) to our existing collection contract and AMS will add the collection fee to the balance owed by each debtor / defendant. If you are a city that uses Incode software this collection fee can be added automatically to each amount owed.

Our experience over the past 15 years in other states where a collection fee was added by statute has been that it increases the amount collected for the city. Your city will no longer have to pay for the costs of collection. You may now utilize AMS as a free service with the debtor/defendant paying the entire collection fee.

If you have any questions or if we can be of any help please call us at (800) 555-5160 and reference HB 1800. If you want to utilize the provisions of HB 1800 please sign the enclosed addendum(s) and fax back to AMS at (469) 568-1119.

At AMS we appreciate the opportunity to collect for your city. Thanks again for your trust and for your business!

**Jeff R. Parsons**  
Vice President of Sales  
Email: [jeff@amsltd.us](mailto:jeff@amsltd.us)



American Municipal Services  
Corporate Office  
3740 N. Josey Lane, Suite 225  
Carrollton, TX 75007  
Phone: 800-555-5160  
Fax: 469-568-1119  
Web: [www.amsld.us](http://www.amsld.us)

**ADDENDUM TO**  
**COLLECTION SERVICES AGREEMENT**

The City of McAlester, hereinafter referred to as "Municipality", signed a Collection Services Agreement to utilize the services of American Municipal Services ("AMS") to perform collection activities for the Municipality. Municipality desires to modify said Collection Services Agreement to incorporate the benefits of Oklahoma HB 1800, effective May 22, 2009, that allows a Municipality to add a thirty-five percent (35%) collection fee to the amount a debtor/defendant owes a Municipality to cover the costs of utilizing a collection service such as AMS.

The parties, and each of them, hereby agree to modify the Collection Services Agreement as follows:

"Municipality will add a twenty-five percent (25%) collection fee on all cases Municipality refers to AMS to collect. AMS agrees to accept this twenty-five percent (25%) add on as their fee for those cases where AMS is directly responsible for the debtor/defendant paying the amount owed to the Municipality. All other terms and conditions of the existing Collection Services Agreement remain the same and are unchanged."

Municipality:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

American Municipal Services

By: \_\_\_\_\_

Date: \_\_\_\_\_

Gregory L. Pitchford, Chief Financial Officer



American Municipal Services  
Corporate Office  
3740 N. Josey Lane, Suite 225  
Carrollton, TX 75007  
Phone: 800-555-5160  
Fax: 469-568-1119  
Web: [www.amsltd.us](http://www.amsltd.us)

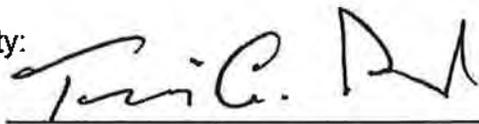
**ADDENDUM TO**  
**COLLECTION SERVICES AGREEMENT**

The City of McAlester, Oklahoma, hereinafter referred to as "Municipality, signed a Collection Services Agreement to utilize the services of American Municipal Services ("AMS") to perform collection activities for Municipality. Municipality desires to amend said Collection Services Agreement to incorporate the utilization of the State of Oklahoma's Warrant Intercept Program (WIP) into the collection process.

The parties, and each of them, hereby agree to amend the Collection Services Agreement to include the following provision:

"Municipality hereby authorizes AMS to submit any and all Municipal Court files that have been or will be placed with AMS for collection to the State of Oklahoma's Warrant Intercept Program. Municipality will report any and all payments received from WIP to AMS. Municipality will retain the three percent collection fee sent to it along with each payment from WIP. AMS will be paid their regular collection fee for each case if payment is made by WIP and will be included in the monthly billing statement from AMS to the Municipality. The parties agree to cooperate and communicate with each other as needed to facilitate the effective operation of the WIP program. All other terms and conditions of the existing Collection Services Agreement remain the same and are unchanged."

Municipality:

Signature:  Date: 9-23-14

American Municipal Services

By:  Date: 10-14-14  
Gregory L. Pitchford, Chief Financial Officer



# McAlester City Council

## AGENDA REPORT

Meeting Date: September 8, 2015 Item Number: 9  
Department: \_\_\_\_\_  
Prepared By: Buddy Garvin Account Code: \_\_\_\_\_  
Date Prepared: September 2, 2015 Budgeted Amount: \_\_\_\_\_  
Exhibits: 1

### Subject

Discussion on the installation of Directional Signage along Carl Albert Parkway to increase awareness of various tourist locations in the City of McAlester.

### Recommendation

For discussion.

### Discussion

### Approved By

Department Head  
City Manager

P. Stasiak

*Initial*

*PJS*

*Date*



## **Carl Albert Directional Sign Project**

**September 2015**

**This project will increase awareness to our tourist on how to get the most out of their visit to McAlester**

### **North**

#### **West Street and Carl Albert:**

**OSP**

#### **A Street and Carl Albert:**

**Carl Albert Monument**

#### **Main Street and Carl Albert:**

**Old Town Historic District**

**JJ McAlester Mansion**

#### **1<sup>st</sup> and Carl Albert:**

**City Hall**

**Little Chapel on the Hill**

#### **Second and Carl Albert:**

**Masonic Temple**

**S Arch Thompson Auditorium**

**Public Library**

### **South**

**Taylor Industrial Park**

**McAlester Boys and Girls Club**

**Downtown Shopping District**

**Downtown Shopping District**

**OKLA Theatre**

**Main Street Association**

**Pride In McAlester**

**Chamber Of Commerce**

**McAlester Tourism**

**North**

**Third and Carl Albert:**

**Bob Brumley Gym**

**Grand Event Center**

**Historic McAlester High School**

**Fifth and Carl Albert:**

**Puterbaugh Foundation**

**Post Office**

**Sixth and Carl Albert:**

**Hook Eales Stadium**

**First National Bank Field**

**Strong Blvd:**

**McAlester Regional Hospital**

**Pittsburg County Health Dept**

**Eastern Oklahoma State College**

**McAlester High School**

**Kiamichi Drive:**

**South**

**Coal Miners Memorial**

**Chadick Park**

**Downtown Shopping District**

**Chadick Park**

**Pitts County War Memorial**

**Wade Watts Ave**

**Mike Deak Field**

**McAlester Arboretum**

**Kiamichi Technology Center**

**Tandy Town Street Light:**

**McAlester Regional Hospital**

**Pittsburg County Health Dept**

**Eastern Oklahoma State College**

**McAlester High School**

**Tandy Town Shopping Center**

The McAlester Airport Authority met in Regular session on Tuesday, August 25, 2015 at 6:00 P.M. after proper notice and agenda was posted August 24, 2015.

Present: Robert Karr, Weldon Smith, Travis Read, John Titsworth, Jason Barnett, Buddy Garvin & Steve Harrison  
Absent: None  
Presiding: Steve Harrison, Chairman

A motion was made by Mr. Smith and seconded by Mr. Read to approve the following:

- Approval of the Minutes from the August 11, 2015, Regular Meeting of the McAlester Airport Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item B, regarding claims ending August 18, 2015. (*Toni Ervin, Chief Financial Officer*) in the amount of \$2,381.25.
- Confirm action taken on City Council Agenda Item G, authorizing the Mayor to sign Customer Service Agreement with Unifirst for the purchase and rental of uniforms to be provided to the Non-Uniform employees of the City of McAlester. This is a new vendor. It is funded by the Clothing Allowance line item in each department. (*Toni Ervin, Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item 1, acceptance of the presentation of Financial Reporting under GASB Statements (Actuarial Report) for the City of McAlester Defined Benefit Retirement Plan and Trust as of June 30, 2015. (*Bruce R. Nordstrom, FSA, EA, MAAA, Senior Consulting Actuary, MHBT Inc.*)
- Confirm action taken on City Council Agenda Item 3, an Ordinance amending Ordinance No. 2501 which established the budget for fiscal year 2014-2015; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (*Toni Ervin, Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item 4, an Ordinance amending Ordinance No. 2538 which established the budget for fiscal year 2015-16; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (*Toni Ervin, Chief Financial Officer*)

There was no discussion, and the vote was taken as follows:

AYE: Trustees Karr, Smith, Read, Titsworth, Barnett, Garvin & Chairman Harrison  
NAY: None

Chairman Harrison declared the motion carried.

There being no further business to come before the Authority, Mr. Smith moved for the meeting to be adjourned, seconded by Mr. Read.

There was no discussion and the vote was taken as follows:

AYE: Trustees Karr, Smith, Read, Titsworth, Barnett, Garvin & Chairman Harrison

NAY: None

Chairman Steve Harrison declared the motion carried.

---

Steve Harrison, Chairman

ATTEST:

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Cora Middleton, Secretary

Council Chambers  
Municipal Building  
August 18, 2015

The McAlester Public Works Authority met in Special session on Tuesday, August 18, 2015 at 5:00 P.M. after proper notice and agenda was posted August 17, 2015.

Present: Robert Karr, Garvin, Barnett, John Titsworth, & Steve Harrison  
Absent: Weldon Smith & Travis Read  
Presiding: Steve Harrison, Chairman

A motion was made by Mr. Karr and seconded by Mr. Garvin to approve the following:

- Confirm action taken on City Council Agenda Item 1, Change Order No. 3 to the contract with Carstensen Contracting, Inc. for the construction of CIP#2 Improvements and authorize the Mayor to sign Change Order No. 3.

There was no discussion, and the vote was taken as follows:

AYE: Trustees Karr, Garvin, Titsworth, Barnett & Chairman Harrison  
NAY: None

Chairman Harrison declared the motion carried.

There being no further business to come before the Authority. Mr. Karr moved for the meeting to be adjourned, and the motion was seconded by Mr. Garvin. There was no discussion and the vote was taken as follows:

AYE: Trustees Karr, Garvin, Titsworth, Barnett & Chairman Harrison  
NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

\_\_\_\_\_  
Steve Harrison, Chairman

\_\_\_\_\_  
Cora Middleton, Secretary

Council Chambers  
Municipal Building  
August 25, 2015

The McAlester Public Works Authority met in Regular session on Tuesday, August 25, 2015 at 6:00 P.M. after proper notice and agenda was posted August 24, 2015.

Present: Robert Karr, Weldon Smith, Travis Read, John Titsworth, Jason Barnett, Buddy Garvin & Steve Harrison  
Absent: None  
Presiding: Steve Harrison, Chairman

A motion was made by Mr. Karr and seconded by Mr. Garvin to approve the following:

- Approval of the Minutes from the August 11, 2015, Regular Meeting of the McAlester Public Works Authority. (*Cora Middleton, City Clerk*)
- Confirm action taken on City Council Agenda Item B, regarding claims ending August 18, 2015. (*Toni Ervin, Chief Financial Officer*) in the amount of \$368,151.30.
- Confirm action taken on City Council Agenda Item G, authorizing the Mayor to sign Customer Service Agreement with Unifirst for the purchase and rental of uniforms to be provided to the Non-Uniform employees of the City of McAlester. This is a new vendor. It is funded by the Clothing Allowance line item in each department. (*Toni Ervin, Chief Financial Officer*)
- Confirm action taken on City Council Agenda Item H, authorization of payment to T. McDonald Construction, Inc. "Contractor's Application for Payment #9", in the amount of \$80,937.56, for the construction of road and infrastructure improvements related to CIP#3 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. (*John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director*)
- Confirm action taken on City Council Agenda Item I, authorization of payment to Carstensen Contracting, Inc. "Contractor's Application for Payment #3", in the amount of \$796,332.60, for the construction of road and infrastructure improvements related to CIP#4 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. (*John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director*)
- Confirm action taken on City Council Agenda Item J, authorization of payment to Poe & Associates, Inc., Invoice # WIC 9608, in the amount of \$878.73, for engineering services related to CIP#4 and funded through the McAlester Public Works Authority Construction Fund Series 2013 Project Account. (*John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director*)

- Confirm action taken on City Council Agenda Item 1, acceptance of the presentation of Financial Reporting under GASB Statements (Actuarial Report) for the City of McAlester Defined Benefit Retirement Plan and Trust as of June 30, 2015. *(Bruce R. Nordstrom, FSA, EA, MAAA, Senior Consulting Actuary, MHB T Inc.)*
- Confirm action taken on City Council Agenda Item 2, acceptance of the FY 2015 Annual Report for the McAlester Public Works Authority's "Water System Operation and Maintenance Agreement" with Severn Trent Environmental Services., Inc. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 3, an Ordinance amending Ordinance No. 2501 which established the budget for fiscal year 2014-2015; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 4, an Ordinance amending Ordinance No. 2538 which established the budget for fiscal year 2015-16; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. *(Toni Ervin, Chief Financial Officer)*
- Confirm action taken on City Council Agenda Item 8, authorizing the Mayor to sign a Professional Services Agreement with Infrastructure Solutions Group, LLC, dba Mehlburger Brawley, for the design of road improvements for a segment of Washington Avenue from Fifth Street to Eighth Street. *(John C. Modzelewski, P.E., CFM, City Engineer and Public Works Director)*
- Confirm action taken on City Council Agenda Item 9, consideration and action regarding the completion of CIP #1 – 17<sup>th</sup> Street. *(Peter Stasiak, City Manager)*

There was no discussion, and the vote was taken as follows:

AYE: Trustees Karr, Smith, Read, Titsworth, Barnett, Garvin & Chairman Harrison.

NAY: None

Chairman Harrison declared the motion carried.

There being no further business to come before the Authority. Mr. Karr moved for the meeting to be adjourned, and the motion was seconded by Mr. Garvin. There was no discussion and the vote was taken as follows:

AYE: Trustees Karr, Smith, Read, Titsworth, Barnett, Garvin & Chairman Harrison.

NAY: None

Chairman Harrison declared the motion carried.

ATTEST:

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Steve Harrison, Chairman

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Cora Middleton, Secretary