

AGENDA
Special Meeting of the Oklahoma Industries Authority (the “Authority”)
Wednesday, December 13, 2023, at 2:00 p.m.
105 N. Hudson Avenue, Suite 101
Oklahoma City, OK

Presiding: Clayton I. Bennett, Chair

The following agenda items may include actions, approvals, disapprovals and voting as desired by the Trustees:

- 2389 Determination of Quorum and Call to Order.
- 2390 Consider and Approve Minutes for the Authority Meeting held on Tuesday, September 19, 2023.
- 2391 Consider and Receive Financial Statements for Oklahoma Industries Authority for periods ending September 30, 2023.
- 2392 Consider and Approve OKC 577 Water Main Installation Project (WA-2023-00056/ARP-23-0010-DPG) Final Plans and Specifications to be bid through The City of Oklahoma City electronic bidding process.
- 2393 Consider and Approve the Temporary Right of Entry License to the Department of the Air Force for temporary use of the real property owned by the Authority, located at 6811 SE 59th Street, Oklahoma City, Oklahoma, and currently leased to Boeing Company, for a term of December 1, 2023 through August 31, 2025.
- 2394 Consider and Approve Lease Agreement between the Authority and the Oklahoma City Public Property Authority for the operation and maintenance of the Metro-Conncourse.
- 2395 Consider and Approve the Resolution Authorizing the Oklahoma Industries Authority to issue its Lease Revenue Bonds or Notes, in one or more series, on a taxable or tax exempt basis, (the “Obligations”) in the aggregate Principal amount of not to exceed \$30,000,000; Authorizing execution of a Certificate of Determination setting forth the interest rates, redemption provisions, size, and maturities of the Obligations; Waiving competitive bidding and authorizing the sale of the Obligations at negotiated sale at a price less than par, including original issue discount; Approving the form of the Bond Purchase Agreement, if necessary; Approving and authorizing execution and delivery of the Obligations, an Indenture of Trust (the “Indenture”), a Lease Purchase Agreement and additional documents supporting the transaction;

Authorizing a Preliminary Official Statement, Official Statement, Limited Offering Memorandum or other offering document; Authorizing the execution, modification and delivery of any documents regarding the Obligations including security, tax, and other documents as deemed necessary by staff; and containing other provisions related thereto.

2396 Report of General Manager.

2397 Adjournment.

**MINUTES OF THE SPECIAL MEETING
OF THE
OKLAHOMA INDUSTRIES AUTHORITY
TUESDAY, SEPTEMBER 19, 2023 - 2:00 P.M.
105 N. HUDSON AVENUE, SUITE 101**

PRESENT: Clayton I. Bennett, Chair
Christy Gillenwater, arrived after item 2376
Kirk Humphreys
J.W. Mashburn
Ronald J. Norick

ABSENT: None

ALSO: John Michael Williams and Amanda Carpenter, Williams, Box,
Forshee & Bullard
Kenton Tsoodle, Keith Kuhlman, Geri Harlan, and Shira Lucky, The
Alliance for Economic Development of OKC

PRESIDING: Chair, Clayton I. Bennett

The Trustees of Oklahoma Industries Authority (“Authority”) met in the Conference Room at 105 N. Hudson Avenue, Suite 101, Oklahoma City, Oklahoma, pursuant to public notice thereof in writing, delivered to the County Clerk of Oklahoma County on August 28, 2023. The notice/agenda was posted on Monday, September 18, 2023, at 105 N. Hudson Avenue, Suite 101, Oklahoma City, Oklahoma.

2375 *The Chair determined there was a quorum and called the meeting to order at 2:01 p.m.*

2376 *Consider and Approve Minutes for Authority Meeting held on Thursday, March 30, 2023.*

Mr. Humphreys moved the approval of the minutes, and upon second by Mr. Mashburn, the vote was as follows:

Upon a vote of the Trustees, the motion carried unanimously to wit: Mr. Bennett, yes; Mr. Humphreys, yes; Mr. Mashburn, yes; and, Mr. Norick, yes.

Minutes Approved

2377 *Consider and Receive Financial Statements for Oklahoma Industries Authority for the periods ending June 30, 2023.*

Discussion: Ms. Harlan made presentation to the Trustees on the Financial Statements for the periods ending June 30, 2023.

Mr. Norick moved to receive the financial statements, and upon second by Mr. Humphreys, the vote was as follows:

Upon a vote of the Trustees, the motion carried unanimously to wit: Mr. Bennett, yes; Ms. Gillenwater, yes; Mr. Humphreys, yes; Mr. Mashburn, yes; and, Mr. Norick, yes.

Financial Statements Received

2378 *Consider and Receive the Authority's 2023-2024 Budget with the contractually authorized 3% service fee increase.*

Discussion: Mr. Tsoodle presented the 2023-2024 Budget and detailed the increase in the service fee and estimated budget for legal services.

Mr. Humphreys moved to receive Item 2378, and upon second by Mr. Norick, the vote was as follows:

Upon a vote of the Trustees, the motion carried unanimously to wit: Mr. Bennett, yes; Ms. Gillenwater, yes; Mr. Humphreys, yes; Mr. Mashburn, yes; and, Mr. Norick, yes.

Budget Received

2379 *Consider and Approve Resolution authorizing the Oklahoma Industries Authority to issue its Lease Revenue Bonds or Notes, in one or more series, on a taxable or tax exempt basis ("the Obligations") in the aggregate amount of not to exceed \$30,000,000; authorizing execution of a Certificate of Determination setting forth the interest rates, redemption provisions, size, and maturities of the Obligations; waiving competitive bidding and authorizing the sale of the Obligations at negotiated sale at a price less than par, including original issue discount; approving the form of the Bond Purchase Agreement, if necessary; approving and authorizing execution and delivery of the Obligations, an Indenture of Trust (the "Indenture"), a Lease Purchase Agreement and additional documents supporting the transaction; authorizing a Preliminary Official Statement, Limited Offering Memorandum or other offering document; authorizing the execution, modification and delivery of any documents regarding the Obligations including security, tax, and other documents as deemed necessary by staff; and containing other provisions related thereto.*

Discussion: After asking to move the item to the end of the meeting, Mr. Williams requested Item 2379 be tabled.

Mr. Norick moved to table Item 2379 and upon second by Ms. Gillenwater, the vote was as follows:

Upon a vote of the Trustees, the motion carried unanimously to wit: Mr. Bennett, yes; Ms. Gillenwater, yes; Mr. Humphreys, yes; Mr. Mashburn, yes; and, Mr. Norick, yes.

Item Tabled

- 2380 *Consider and Approve Lease Agreement between Oklahoma Industries Authority and Oklahoma Gas and Electric Company for the lease of real property owned by the Authority and generally located at SE 44th Street and Douglas Boulevard.*

Ms. Gillenwater moved to approve the Lease Agreement, and upon second by Mr. Norick, the vote was as follows:

Upon a vote of the Trustees, the motion carried unanimously to wit: Mr. Bennett, yes; Ms. Gillenwater, yes; Mr. Humphreys, yes; Mr. Mashburn, yes; and, Mr. Norick, yes.

Agreement Approved

- 2381 *Consider and Ratify approval of the Real Estate Purchase Agreement between the Authority and OKC 577, LLC, for Site H of the 577 Acres Property, generally located south of Interstate 240 between Eastern Avenue and Bryant Avenue.*

Discussion: Mr. Tsoodle explained the terms of the Agreement and the timeline for the real estate transaction including information regarding the purchase price.

Ms. Gillenwater moved to ratify the approval of the Real Estate Purchase Agreement, and upon second by Mr. Norick, the vote was as follows:

Upon a vote of the Trustees, the motion carried unanimously to wit: Mr. Bennett, yes; Ms. Gillenwater, yes; Mr. Humphreys, yes; Mr. Mashburn, yes; and, Mr. Norick, yes.

Approval of Agreement Ratified

- 2382 *Consider and Ratify approval of the First Amendment to Purchase Agreement between the Authority and OKC 577, LLC, for Site I of the 577 Acres Property, generally located south of Interstate 240 between Eastern Avenue and Bryant Avenue.*

Discussion: Mr. Tsoodle explained the terms of the original Agreement and that the Agreement needed to be amended based upon the final alignment of the frontage road. Mr. Tsoodle also explained the timeline for the real estate transaction.

Mr. Humphreys moved to ratify the approval of the First Amendment to Purchase Agreement, and upon second by Mr. Mashburn, the vote was as follows:

Upon a vote of the Trustees, the motion carried unanimously to wit: Mr. Bennett, yes; Ms. Gillenwater, yes; Mr. Humphreys, yes; Mr. Mashburn, yes; and, Mr. Norick, yes.

Approval of Amendment Ratified

- 2383 *Consider and Approve the Subordination of Development Agreement between the Authority, MAC DMB, LLC, and Arvest Bank for the subordination of the Authority's rights under the Development Agreement to the interests of Arvest Bank to allow MAC DMB, LLC to obtain credit and financing for the development and construction of improvements on Site I of the 577 Acres Property, generally located south of Interstate 240 between Eastern Avenue and Bryant Avenue.*

Discussion: Ms. Carpenter explained the terms of the Agreement and what Authority rights were potentially subject to subordination.

Mr. Norick moved to approve Subordination Agreement, and upon second by Ms. Gillenwater, the vote was as follows:

Upon a vote of the Trustees, the motion carried unanimously to wit: Mr. Bennett, yes; Ms. Gillenwater, yes; Mr. Humphreys, yes; Mr. Mashburn, yes; and, Mr. Norick, yes.

Agreement Approved

- 2384 *Resolution granting an easement for water and wastewater utilities to The City of Oklahoma City across real property owned by the Authority and leased by The Boeing Company, and generally located at SE 59th Street and Air Depot Boulevard.*

Mr. Humphreys moved to approve this Resolution, and upon second by Ms. Gillenwater, the vote was as follows:

Upon a vote of the Trustees, the motion carried unanimously to wit: Mr. Bennett, yes; Ms. Gillenwater, yes; Mr. Humphreys, yes; Mr. Mashburn, yes; and, Mr. Norick, yes.

Resolution Approved

- 2385 *Discussion regarding Oklahoma Water Resources Board American Rescue Plan Act Grant Agreement between Oklahoma Industries Authority and Oklahoma Water Resources Board for Grant No. ARP-23-0010-DPG for the 577 Water and Sanitary Sewer Project in the amount of \$8,000,000.*

Mr. Tsoodle updated the Trustees on the Agreement.

2386 *Discussion regarding the possible sale of real property owned by the Authority and known as the Maintenance, Repair and Overhaul Technology Center (MROTC) located at 5708 S. Douglas Blvd., Oklahoma City, Oklahoma.*

Mr. Williams updated the Trustees on the status of the potential sale.

2387 *Receive and discuss report of General Manager.*

Mr. Tsoodle reported that the application for ARPA funds intended for water and sewer lines for property along NW 10th Street was not selected for funding by the County. He also reported that the Authority was not selected by the State for "Sites Money," which was instead targeted to rural areas. Mr. Tsoodle further reported that the Locke Supply deal closed and the funds were delivered to the OCEDT.

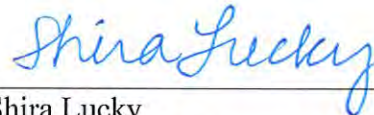
2388 There being no further business to come before the Authority, the meeting was adjourned at 2:38 p.m. by the Chair.

Respectfully submitted:



Kenton Tsoodle
General Manager

Recorded by:



Shira Lucky
Convening & Outreach Specialist

Financial Statements
of
Oklahoma Industries Authority
For the Period Ended September 30, 2023

Oklahoma Industries Authority
Statement of Net Position
September 30, 2023

ASSETS AND DEFERRED OUTFLOWS OF RESOURCES

Assets

Current Assets

Cash and Equivalents	\$	5,906,856	
Accounts Receivable		4,000	
Accrued Int. Receivable		16,492	
Prepaid Insurance		88,004	
Note Receivable - Progress OKC, net of allowance		-	
Total Current Assets		-	\$ 6,015,352

Investments - Fixed Income

3,468,830

Lease Receivable - MROTC

4,716,853

Lease Receivable - 577

715,927

Fixed Assets

Property - 4725 SE 59th		160,820	
Thomas Estell Land		401,263	
MROTC - Land		697,000	
MROTC - Building & Tow-way		28,482,739	
SW 49th - Symes-FY21		303,630	
Boeing Land-FY15		1,362,845	
SE 44th - CLO-40A-FY21		830,741	
9400 SE 49th Delp-FY21		403,961	
Douglas East 44-59 FY21		2,450,000	
I-240/Eastern - CLO swap FY21		9,779,450	
Accumulated Depreciation		(9,039,615)	
Total Fixed Assets		-	35,832,834

Total Assets

50,749,797

Deferred Outflows of Resources

19,809

Total Assets and Deferred Outflows of Resources

\$ 50,769,606

LIABILITIES, DEFERRED INFLOW OF RESOURCES, AND NET POSITION

Liabilities

Accounts Payable	\$	25,750	
Unearned Rent		2,000	
Deferred Grant Revenue - Tinker		577,299	
Earnest Money Deposit		50,000	
Note Payable - MROTC		3,129,678	
Total Liabilities		-	\$ 3,784,728

Deferred Inflows of Resources - MROTC

4,665,996

Deferred Inflows of Resources - 577

746,496

Net Position

Beginning Balance		42,426,152	
Change in Net Position		(853,766)	

Restricted Net Position

9,779,450

Unrestricted Net Position

31,792,936

Total Liabilities, Deferred Inflow of Resources, and Net Position

\$ 50,769,606

Oklahoma Industries Authority
Income Statement
For the Three Months Ending September 30, 2023

	Current Period	
Revenues		
Lease Revenue	\$ 16,750	0.66
Administrative Fees	10,628	0.42
Interest Income	52,851	2.07
Asset Change in Value	26,865	1.05
MROTC Revenue	691,677	27.08
Grant Revenue - ARPA 577 Infrastructure	164,021	6.42
Other Income	61,000	2.39
Gain/Loss on Sale of Assets	1,530,369	59.92
Total Revenues	2,554,161	100.00
Operating Expenses		
Contract Services	75,750	2.97
Bank Trustee Fees	1,250	0.05
Bank Fees	6	0.00
Legal Expense	32,833	1.29
Repair & Maintenance	3,400	0.13
Professional Services	164,021	6.42
Advertising	216	0.01
Insurance	40,524	1.59
Office Expense	188	0.01
Dues & Subscriptions	2,344	0.09
Depreciation Expense - MROTC	142,414	5.58
Interest Expense	33,597	1.32
MROTC Facility Expense	90,174	3.53
Total Operating Expenses	586,718	22.97
Other Revenues/Expenses		
Amortization of Deferred Outflows of Resources	59,209	2.32
Chamber of Commerce	12,000	0.47
City of Oklahoma City Payments	2,750,000	
Total Other Revenues/Expenses	2,821,209	110.46
 Change in Net Assets	 \$ (853,766)	 (33.43)

Oklahoma Industries Authority
General Ledger
For the Period From Jul 1, 2023 to Sep 30, 2023

Account Description	Date	Trans Description	Debit Amt	Credit Amt	Balance
Cash - BOK Admin 7078	7/1/23	Beginning Balance			18,056.56
Cash - BOK Admin 7078	7/3/23	Cox Communications, Inc.		62.73	
Cash - BOK Admin 7078	7/31/23	Service Charge		2.00	
Cash - BOK Admin 7078	8/2/23	Cox Communications, Inc.		62.74	
Cash - BOK Admin 7078	8/31/23	Service Charge		2.00	
Cash - BOK Admin 7078	9/2/23	Cox Communications, Inc.		63.00	
Cash - BOK Admin 7078	9/29/23	Service Charge		2.00	
Cash - BOK Admin 7078		Change		194.47	-194.47
	9/30/23	Ending Balance			17,862.09
Cash-BancFirst 8789	7/1/23	Beginning Balance			487,833.43
Cash-BancFirst 8789	7/29/23	BancFirst		154,427.13	
Cash-BancFirst 8789	7/31/23	72 ABW/CER	235,626.09		
Cash-BancFirst 8789	8/18/23	72 ABW/CER	228,025.25		
Cash-BancFirst 8789	8/21/23	Bank of Oklahoma		260,000.00	
Cash-BancFirst 8789	8/29/23	BancFirst		154,427.13	
Cash-BancFirst 8789	9/22/23	72 ABW/CER	228,025.25		
Cash-BancFirst 8789	9/29/23	BancFirst		154,427.13	
Cash-BancFirst 8789		Change	691,676.59	723,281.39	-31,604.80
	9/30/23	Ending Balance			456,228.63
Principal Cash - Rev Fund 1017	7/1/23	Beginning Balance			-1,519,288.97
Principal Cash - Rev Fund 1017	7/3/23	Allied Universal Security Serv		6,911.04	
Principal Cash - Rev Fund 1017	7/7/23	Ledet's Welding	2,000.00		
Principal Cash - Rev Fund 1017	7/12/23	Greenworks Lending LLC	49,750.00		
Principal Cash - Rev Fund 1017	7/12/23	Chicago Title Oklahoma Co.	2,750,000.00		
Principal Cash - Rev Fund 1017	7/13/23	Allied Universal Security Serv		7,017.24	
Principal Cash - Rev Fund 1017	7/13/23	The Alliance for Economic Dev.		25,000.00	
Principal Cash - Rev Fund 1017	7/13/23	Bank correction-paid req from wrong acct 6/15/23	12,000.00		
Principal Cash - Rev Fund 1017	7/17/23	Slipstream Group Inc.		40,000.00	
Principal Cash - Rev Fund 1017	7/17/23	Allied Universal Security Serv		6,806.80	
Principal Cash - Rev Fund 1017	7/17/23	Williams, Box, Forshee & Bulla		3,420.00	
Principal Cash - Rev Fund 1017	7/17/23	Williams, Box, Forshee & Bulla		300.00	
Principal Cash - Rev Fund 1017	7/17/23	Williams, Box, Forshee & Bulla		540.00	
Principal Cash - Rev Fund 1017	7/17/23	Williams, Box, Forshee & Bulla		3,766.00	
Principal Cash - Rev Fund 1017	7/17/23	Williams, Box, Forshee & Bulla		4,350.00	
Principal Cash - Rev Fund 1017	7/17/23	Williams, Box, Forshee & Bulla		1,320.00	
Principal Cash - Rev Fund 1017	7/17/23	Williams, Box, Forshee & Bulla		1,290.00	
Principal Cash - Rev Fund 1017	7/17/23	Williams, Box, Forshee & Bulla		8,490.00	
Principal Cash - Rev Fund 1017	7/17/23	Williams, Box, Forshee & Bulla		2,057.50	
Principal Cash - Rev Fund 1017	7/17/23	Williams, Box, Forshee & Bulla		1,380.00	

Oklahoma Industries Authority
General Ledger
For the Period From Jul 1, 2023 to Sep 30, 2023

Account Description	Date	Trans Description	Debit Amt	Credit Amt	Balance
Principal Cash - Rev Fund 1017	7/17/23	Williams, Box, Forshee & Bulla		480.00	
Principal Cash - Rev Fund 1017	7/19/23	YMCA of Greater OKC	628.13		
Principal Cash - Rev Fund 1017	7/24/23	Allied Universal Security Serv		6,899.44	
Principal Cash - Rev Fund 1017	7/24/23	Bill's Hauling, LLC		750.00	
Principal Cash - Rev Fund 1017	7/24/23	Bill's Hauling, LLC		550.00	
Principal Cash - Rev Fund 1017	7/28/23	Cole, Paine & Carlin Insurance		2,621.48	
Principal Cash - Rev Fund 1017	7/28/23	Allied Universal Security Serv		6,911.04	
Principal Cash - Rev Fund 1017	7/28/23	OCEDT		2,750,000.00	
Principal Cash - Rev Fund 1017	7/31/23	Purchase/Sell BOK Cash Fund I 81-4051-01-7	59,093.41		
Principal Cash - Rev Fund 1017	8/2/23	US Treasury		951,840.00	
Principal Cash - Rev Fund 1017	8/4/23	Tyler Outdoor Advertising, LLC	8,750.00		
Principal Cash - Rev Fund 1017	8/8/23	Ledet's Welding	2,000.00		
Principal Cash - Rev Fund 1017	8/8/23	Stephens & Johnson Operating C	60,000.00		
Principal Cash - Rev Fund 1017	8/8/23	The Alliance for Economic Dev.		25,000.00	
Principal Cash - Rev Fund 1017	8/8/23	Allied Universal Security Serv		7,133.24	
Principal Cash - Rev Fund 1017	8/8/23	Williams, Box, Forshee & Bulla		1,620.00	
Principal Cash - Rev Fund 1017	8/8/23	Williams, Box, Forshee & Bulla		30.00	
Principal Cash - Rev Fund 1017	8/8/23	Williams, Box, Forshee & Bulla		570.00	
Principal Cash - Rev Fund 1017	8/8/23	Williams, Box, Forshee & Bulla		480.00	
Principal Cash - Rev Fund 1017	8/8/23	Williams, Box, Forshee & Bulla		540.00	
Principal Cash - Rev Fund 1017	8/8/23	Williams, Box, Forshee & Bulla		60.00	
Principal Cash - Rev Fund 1017	8/8/23	Williams, Box, Forshee & Bulla		15,208.80	
Principal Cash - Rev Fund 1017	8/8/23	Service Charge		1,250.00	
Principal Cash - Rev Fund 1017	8/11/23	Transfer to ARPA 577 acct		100,000.00	
Principal Cash - Rev Fund 1017	8/14/23	Allied Universal Security Serv		6,887.84	
Principal Cash - Rev Fund 1017	8/21/23	Allied Universal Security Serv		6,911.04	
Principal Cash - Rev Fund 1017	8/21/23	Bank of Oklahoma - Move money from BF to BOK	260,000.00		
Principal Cash - Rev Fund 1017	8/21/23	William L. Walker		2,100.00	
Principal Cash - Rev Fund 1017	8/28/23	Allied Universal Security Serv		6,911.04	
Principal Cash - Rev Fund 1017	8/29/23	OK Medical Research Foundation	10,000.00		
Principal Cash - Rev Fund 1017	8/31/23	Purchase/Sell BOK Cash Fund I 81-4051-01-7	265,253.59		
Principal Cash - Rev Fund 1017	8/31/23	US Treasury	2,929.69		
Principal Cash - Rev Fund 1017	8/31/23	US Treasury	497,070.31		
Principal Cash - Rev Fund 1017	9/1/23	Allied Universal Security Serv		6,911.04	
Principal Cash - Rev Fund 1017	9/1/23	The Alliance for Economic Dev.		25,000.00	
Principal Cash - Rev Fund 1017	9/11/23	Ledet's Welding	2,000.00		
Principal Cash - Rev Fund 1017	9/11/23	Allied Universal Security Serv		7,121.64	
Principal Cash - Rev Fund 1017	9/11/23	OG&E	1,000.00		
Principal Cash - Rev Fund 1017	9/14/23	Transfer to ARPA 577 acct		400,000.00	

Oklahoma Industries Authority
General Ledger
For the Period From Jul 1, 2023 to Sep 30, 2023

Account Description	Date	Trans Description	Debit Amt	Credit Amt	Balance
Principal Cash - Rev Fund 1017	9/18/23	Williams, Box, Forshee & Bulla		4,020.00	
Principal Cash - Rev Fund 1017	9/18/23	Williams, Box, Forshee & Bulla		4,244.50	
Principal Cash - Rev Fund 1017	9/18/23	Williams, Box, Forshee & Bulla		150.00	
Principal Cash - Rev Fund 1017	9/18/23	Williams, Box, Forshee & Bulla		90.00	
Principal Cash - Rev Fund 1017	9/18/23	Williams, Box, Forshee & Bulla		5,820.00	
Principal Cash - Rev Fund 1017	9/18/23	Anglin Public Relations, Inc.		216.00	
Principal Cash - Rev Fund 1017	9/18/23	Allied Universal Security Serv		6,841.60	
Principal Cash - Rev Fund 1017	9/22/23	Old Republic Title Company of	1,337,387.50		
Principal Cash - Rev Fund 1017	9/25/23	Allied Universal Security Serv		6,911.04	
Principal Cash - Rev Fund 1017	9/25/23	The State Chamber		2,344.00	
Principal Cash - Rev Fund 1017	9/30/23	Purchase/Sell BOK Cash Fund I 81-4051-01-7		874,632.10	
Principal Cash - Rev Fund 1017		Change	5,319,862.63	5,351,704.42	-31,841.79
	9/30/23	Ending Balance			-1,551,130.76
Prin Cash-ARPA Grant 577 Infra	7/1/23	Beginning Balance			
Prin Cash-ARPA Grant 577 Infra	8/11/23	Transfer from Master Rev acct	100,000.00		
Prin Cash-ARPA Grant 577 Infra	8/14/23	CEC Corporation		66,501.50	
Prin Cash-ARPA Grant 577 Infra	8/31/23	Purchase/Sell BOK Cash Fund 8-1405-104-1		33,498.50	
Prin Cash-ARPA Grant 577 Infra	9/14/23	Transfer from Master Revenue acct	400,000.00		
Prin Cash-ARPA Grant 577 Infra	9/15/23	CEC Corporation		97,519.50	
Prin Cash-ARPA Grant 577 Infra	9/21/23	BancFirst Trust	164,021.00		
Prin Cash-ARPA Grant 577 Infra	9/30/23	Purchase/Sell BOK Cash Fund 8-1405-104-1		466,626.09	
Prin Cash-ARPA Grant 577 Infra		Change	664,021.00	664,145.59	-124.59
	9/30/23	Ending Balance			-124.59
Principal Cash - Summit Mach.	7/1/23	Beginning Balance			
Principal Cash - Summit Mach.	7/3/23	Purchase/Sell BOK Cash Fund I 81-4051-03-3		456.54	
Principal Cash - Summit Mach.	7/5/23	Transferto/from princ&income 81-4051-03-3	456.54		
Principal Cash - Summit Mach.	8/1/23	Purchase/Sell BOK Cash Fund I 81-4051-03-3		476.72	
Principal Cash - Summit Mach.	8/4/23	Transferto/from princ&income 81-4051-03-3	476.72		
Principal Cash - Summit Mach.	9/1/23	Purchase/Sell BOK Cash Fund I 81-4051-03-3		497.46	
Principal Cash - Summit Mach.	9/5/23	Transferto/from princ&income 81-4051-03-3	497.46		
Principal Cash - Summit Mach.		Change	1,430.72	1,430.72	
Principal Cash - Sp Projects	7/1/23	Beginning Balance			
Principal Cash - Sp Projects	7/3/23	Record purchases/sales between principal cash and short-term cash - Special Proj		77.84	
Principal Cash - Sp Projects	7/5/23	Inc to Prin Transfer 07/05/23	77.84		
Principal Cash - Sp Projects	8/1/23	Record purchases/sales between principal cash and short-term cash - Special Proj		81.28	
Principal Cash - Sp Projects	8/4/23	Inc to Prin Transfer 08/04/23	81.28		
Principal Cash - Sp Projects	9/1/23	Record purchases/sales between principal cash and short-term cash - Special Proj		84.81	
Principal Cash - Sp Projects	9/5/23	Inc to Prin Transfer 09/05/23	84.81		
Principal Cash - Sp Projects		Change	243.93	243.93	

**Oklahoma Industries Authority
General Ledger
For the Period From Jul 1, 2023 to Sep 30, 2023**

Account Description	Date	Trans Description	Debit Amt	Credit Amt	Balance
Income Cash - Revenue Fund	7/1/23	Beginning Balance			1,519,288.97
Income Cash - Revenue Fund	7/3/23	Interest to 6/30/23	6,320.51		
Income Cash - Revenue Fund	7/10/23	Incredible Bank	1,068.49		
Income Cash - Revenue Fund	8/1/23	Interest to 7/31/23	12,246.76		
Income Cash - Revenue Fund	8/10/23	Incredible Bank	1,104.11		
Income Cash - Revenue Fund	8/31/23	US Treasury	3,437.50		
Income Cash - Revenue Fund	8/31/23	US Treasury	3,750.00		
Income Cash - Revenue Fund	9/1/23	Interest to 08/31/23	2,810.31		
Income Cash - Revenue Fund	9/10/23	Incredible Bank	1,104.11		
Income Cash - Revenue Fund		Change	31,841.79		31,841.79
	9/30/23	Ending Balance			1,551,130.76
Inc Cash-ARPA Grant 577 Infra	7/1/23	Beginning Balance			
Inc Cash-ARPA Grant 577 Infra	9/1/23	Interest to 8/31/23	124.59		
Inc Cash-ARPA Grant 577 Infra		Change	124.59		124.59
	9/30/23	Ending Balance			124.59
Income Cash - Summit Machine	7/1/23	Beginning Balance			
Income Cash - Summit Machine	7/3/23	Interest to 6/30/23	456.54		
Income Cash - Summit Machine	7/5/23	Transferto/from princ&income 81-4051-03-3		456.54	
Income Cash - Summit Machine	8/1/23	Interest to 7/31/23	476.72		
Income Cash - Summit Machine	8/4/23	Transferto/from princ&income 81-4051-03-3		476.72	
Income Cash - Summit Machine	9/1/23	Interest to 08/31/23	497.46		
Income Cash - Summit Machine	9/5/23	Transferto/from princ&income 81-4051-03-3		497.46	
Income Cash - Summit Machine		Change	1,430.72	1,430.72	
Income Cash - Special Projects	7/1/23	Beginning Balance			
Income Cash - Special Projects	7/3/23	Interest to 6/30/23	77.84		
Income Cash - Special Projects	7/5/23	Inc to Prin Transfer 07/05/23		77.84	
Income Cash - Special Projects	8/1/23	Interest to 7/31/23	81.28		
Income Cash - Special Projects	8/4/23	Inc to Prin Transfer 08/04/23		81.28	
Income Cash - Special Projects	9/1/23	Interest to 08/31/23	84.81		
Income Cash - Special Projects	9/5/23	Inc to Prin Transfer 09/05/23		84.81	
Income Cash - Special Projects		Change	243.93	243.93	
Short-term Cash-ARPA Grant 577	7/1/23	Beginning Balance			
Short-term Cash-ARPA Grant 577	8/31/23	Purchase/Sell BOK Cash Fund 8-1405-104-1	33,498.50		
Short-term Cash-ARPA Grant 577	9/30/23	Purchase/Sell BOK Cash Fund 8-1405-104-1	466,626.09		
Short-term Cash-ARPA Grant 577		Change	500,124.59		500,124.59
	9/30/23	Ending Balance			500,124.59
Short Term Cash - Summit Machi	7/1/23	Beginning Balance			359,989.31
Short Term Cash - Summit Machi	7/3/23	Purchase/Sell BOK Cash Fund I 81-4051-03-3	456.54		
Short Term Cash - Summit Machi	7/31/23	Adjust market value of fixed income investments 81-4051-03-3	1,005.00		

**Oklahoma Industries Authority
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Account Description	Date	Trans Description	Debit Amt	Credit Amt	Balance
Short Term Cash - Summit Machi	8/1/23	Purchase/Sell BOK Cash Fund I 81-4051-03-3	476.72		
Short Term Cash - Summit Machi	8/31/23	Adjust market value of fixed income investments 81-4051-03-3	1,087.50		
Short Term Cash - Summit Machi	9/1/23	Purchase/Sell BOK Cash Fund I 81-4051-03-3	497.46		
Short Term Cash - Summit Machi	9/30/23	Adjust market value of fixed income investments 81-4051-03-3	1,137.50		
Short Term Cash - Summit Machi		Change	4,660.72		4,660.72
	9/30/23	Ending Balance			364,650.03
Short-Term Cash - Special Proj	7/1/23	Beginning Balance			19,675.65
Short-Term Cash - Special Proj	7/3/23	Record purchases/sales between principal cash and short-term c:	77.84		
Short-Term Cash - Special Proj	8/1/23	Record purchases/sales between principal cash and short-term c:	81.28		
Short-Term Cash - Special Proj	9/1/23	Record purchases/sales between principal cash and short-term c:	84.81		
Short-Term Cash - Special Proj		Change	243.93		243.93
	9/30/23	Ending Balance			19,919.58
Fixed Income - Revenue Fund	7/1/23	Beginning Balance			3,467,975.00
Fixed Income - Revenue Fund	7/31/23	Adjust market value of fixed income investments 81-4051-01-7	4,752.50		
Fixed Income - Revenue Fund	8/31/23	US Treasury - Invoice: TresN/BID: 9128282D1		497,070.31	
Fixed Income - Revenue Fund	8/31/23	Adjust market value of fixed income investments 81-4051-01-7	595.31		
Fixed Income - Revenue Fund	9/30/23	Adjust market value of fixed income investments 81-4051-01-7	2,892.50		
Fixed Income - Revenue Fund		Change	8,240.31	497,070.31	-488,830.00
	9/30/23	Ending Balance			2,979,145.00
Short Term Cash - Revenue Fund	7/1/23	Beginning Balance			2,065,526.54
Short Term Cash - Revenue Fund	7/31/23	Purchase/Sell BOK Cash Fund I 81-4051-01-7		59,093.41	
Short Term Cash - Revenue Fund	7/31/23	Adjust market value of short term cash investments 81-4051-01-	1,965.00		
Short Term Cash - Revenue Fund	8/2/23	US Treasury - CUSIP #912797GB7; Original par: \$1,000,000; ¥	951,840.00		
Short Term Cash - Revenue Fund	8/31/23	Purchase/Sell BOK Cash Fund I 81-4051-01-7		265,253.59	
Short Term Cash - Revenue Fund	8/31/23	Adjust market value of short term cash investments 81-4051-01-	5,800.00		
Short Term Cash - Revenue Fund	9/30/23	Purchase/Sell BOK Cash Fund I 81-4051-01-7	874,632.10		
Short Term Cash - Revenue Fund	9/30/23	Adjust market value of short term cash investments 81-4051-01-	5,980.00		
Short Term Cash - Revenue Fund		Change	1,840,217.10	324,347.00	1,515,870.10
	9/30/23	Ending Balance			3,581,396.64
Accrued Int. Receivable-PF	7/1/23	Beginning Balance			16,491.99
	9/30/23	Ending Balance			16,491.99
Accounts Receivable	7/1/23	Beginning Balance			247,750.00
Accounts Receivable	7/5/23	72 ABW/CER	235,626.09		
Accounts Receivable	7/5/23	OK Medical Research Foundation	10,000.00		
Accounts Receivable	7/5/23	YMCA of Greater OKC	628.13		
Accounts Receivable	7/7/23	Oklahoma Department of Commere - Invoice: 1071		198,000.00	
Accounts Receivable	7/12/23	Greenworks Lending LLC - Invoice: CP0003		49,750.00	
Accounts Receivable	7/19/23	YMCA of Greater OKC - Invoice: 1075		628.13	
Accounts Receivable	7/31/23	72 ABW/CER - Invoice: 1073		235,626.09	

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Account Description	Date	Trans Description	Debit Amt	Credit Amt	Balance
Accounts Receivable	8/1/23	Ledet's Welding	2,000.00		
Accounts Receivable	8/1/23	72 ABW/CER	228,025.25		
Accounts Receivable	8/1/23	Terry Brown	2,000.00		
Accounts Receivable	8/1/23	Tyler Outdoor Advertising, LLC	8,750.00		
Accounts Receivable	8/4/23	Tyler Outdoor Advertising, LLC - Invoice: 1079		8,750.00	
Accounts Receivable	8/18/23	72 ABW/CER - Invoice: 1077		228,025.25	
Accounts Receivable	8/29/23	OK Medical Research Foundation - Invoice: 1074		10,000.00	
Accounts Receivable	9/1/23	Ledet's Welding	2,000.00		
Accounts Receivable	9/1/23	72 ABW/CER	228,025.25		
Accounts Receivable	9/11/23	Ledet's Welding - Invoice: 1076		2,000.00	
Accounts Receivable	9/22/23	72 ABW/CER - Invoice: 1081		228,025.25	
Accounts Receivable		Change	717,054.72	960,804.72	-243,750.00
	9/30/23	Ending Balance			4,000.00
Prepaid Insurance	7/1/23	Beginning Balance			125,907.08
Prepaid Insurance	7/31/23	Expense monthly portion of pre-paid insurance		12,634.21	
Prepaid Insurance	8/31/23	Expense monthly portion of pre-paid insurance		12,634.21	
Prepaid Insurance	9/30/23	Expense monthly portion of pre-paid insurance		12,634.18	
Prepaid Insurance		Change		37,902.60	-37,902.60
	9/30/23	Ending Balance			88,004.48
Note Receivable - Progress OKC	7/1/23	Beginning Balance			176,985.51
	9/30/23	Ending Balance			176,985.51
ALL-POKC NR	7/1/23	Beginning Balance			-176,985.51
	9/30/23	Ending Balance			-176,985.51
Lease Rec - MROTC	7/1/23	Beginning Balance			4,716,853.00
	9/30/23	Ending Balance			4,716,853.00
Lease Rec - 577	7/1/23	Beginning Balance			715,927.25
	9/30/23	Ending Balance			715,927.25
Accumulated Depreciation - MROT	7/1/23	Beginning Balance			-8,897,201.73
Accumulated Depreciation - MROT	7/31/23	Record monthly depreciation-MROTC		47,471.23	
Accumulated Depreciation - MROT	8/31/23	Record monthly depreciation-MROTC		47,471.23	
Accumulated Depreciation - MROT	9/30/23	Record monthly depreciation-MROTC		47,471.23	
Accumulated Depreciation - MROT		Change		142,413.69	-142,413.69
	9/30/23	Ending Balance			-9,039,615.42
Property - 4725 SE 59th, Ledet	7/1/23	Beginning Balance			160,820.00
	9/30/23	Ending Balance			160,820.00
Thomas Estell Land	7/1/23	Beginning Balance			401,263.00
	9/30/23	Ending Balance			401,263.00
MROTC - Land	7/1/23	Beginning Balance			697,000.00
	9/30/23	Ending Balance			697,000.00

Oklahoma Industries Authority
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Account Description	Date	Trans Description	Debit Amt	Credit Amt	Balance
MROTC - Building & Tow-way	7/1/23	Beginning Balance			28,482,739.31
	9/30/23	Ending Balance			28,482,739.31
SE 49th-Symes-FY21	7/1/23	Beginning Balance			303,629.77
	9/30/23	Ending Balance			303,629.77
Boeing Land-FY15	7/1/23	Beginning Balance			1,362,845.36
	9/30/23	Ending Balance			1,362,845.36
SE 44th-CLO-40A-FY21	7/1/23	Beginning Balance			830,741.00
	9/30/23	Ending Balance			830,741.00
9400 SE 49th Delp-FY21	7/1/23	Beginning Balance			403,961.22
	9/30/23	Ending Balance			403,961.22
Douglas East 44-59 FY21	7/1/23	Beginning Balance			2,450,000.00
	9/30/23	Ending Balance			2,450,000.00
I-240/Eastern-CLO swap FY21	7/1/23	Beginning Balance			12,339,398.37
I-240/Eastern-CLO swap FY21	7/12/23	Chicago Title Oklahoma Co. - OKC 577, LLC - Real Estate Closing, Site E Lock		2,034,685.47	
I-240/Eastern-CLO swap FY21	9/22/23	Old Republic Title Company of - OK 577 Tract 1		525,262.72	
I-240/Eastern-CLO swap FY21		Change		2,559,948.19	-2,559,948.19
	9/30/23	Ending Balance			9,779,450.18
Principal Cash - Appropriated	7/1/23	Beginning Balance			-173,343.82
Principal Cash - Appropriated	7/13/23	Bank correction-paid req from wrong acct 6/15/23		12,000.00	
Principal Cash - Appropriated	7/31/23	Purchase/Sell BOK Cash Fund I 81-4051-02-5	10,509.03		
Principal Cash - Appropriated	8/31/23	Purchase/Sell BOK Cash Fund I 81-4051-02-5		9,708.73	
Principal Cash - Appropriated	9/15/23	Oklahoma City Chamber of Comme		12,000.00	
Principal Cash - Appropriated	9/30/23	Purchase/Sell BOK Cash Fund I 81-4051-02-5	10,413.81		
Principal Cash - Appropriated		Change	20,922.84	33,708.73	-12,785.89
	9/30/23	Ending Balance			-186,129.71
Income Cash - Appropriated Fd	7/1/23	Beginning Balance			173,343.82
Income Cash - Appropriated Fd	7/3/23	Interest to 6/30/23	1,490.97		
Income Cash - Appropriated Fd	8/1/23	Interest to 7/31/23	1,526.54		
Income Cash - Appropriated Fd	8/17/23	American Expr Nat. BK	4,153.08		
Income Cash - Appropriated Fd	8/24/23	Capital One Bank USA	4,029.11		
Income Cash - Appropriated Fd	9/1/23	Interest to 8/31/23	1,586.19		
Income Cash - Appropriated Fd		Change	12,785.89		12,785.89
	9/30/23	Ending Balance			186,129.71
Princ Cash Tinker Project Fund	7/1/23	Beginning Balance			-22,877.02
Princ Cash Tinker Project Fund	7/7/23	Oklahoma Department of Commerc	198,000.00		
Princ Cash Tinker Project Fund	7/31/23	Purchase/Sell BOK Cash Fund I 81-4051-06-6		199,569.00	
Princ Cash Tinker Project Fund	8/1/23	Purchase/Sell BOK Cash Fund I 81-4051-06-6		2,295.96	
Princ Cash Tinker Project Fund	9/1/23	Purchase/Sell BOK Cash Fund I 81-4051-06-6		2,559.09	
Princ Cash Tinker Project Fund		Change	198,000.00	204,424.05	-6,424.05

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Account Description	Date	Trans Description	Debit Amt	Credit Amt	Balance
	9/30/23	Ending Balance			-29,301.07
Income Cash - Tinker Proj Fund	7/1/23	Beginning Balance			22,877.02
Income Cash - Tinker Proj Fund	7/3/23	Interest to 6/30/23	1,569.00		
Income Cash - Tinker Proj Fund	8/1/23	Interest to 7/31/23	2,295.96		
Income Cash - Tinker Proj Fund	9/1/23	Interest to 08/31/23	2,559.09		
Income Cash - Tinker Proj Fund		Change	6,424.05		6,424.05
	9/30/23	Ending Balance			29,301.07
Shttrm Cash Tinker Project Fd	7/1/23	Beginning Balance			396,592.92
Shttrm Cash Tinker Project Fd	7/31/23	Purchase/Sell BOK Cash Fund I 81-4051-06-6	199,569.00		
Shttrm Cash Tinker Project Fd	8/1/23	Purchase/Sell BOK Cash Fund I 81-4051-06-6	2,295.96		
Shttrm Cash Tinker Project Fd	9/1/23	Purchase/Sell BOK Cash Fund I 81-4051-06-6	2,559.09		
Shttrm Cash Tinker Project Fd		Change	204,424.05		204,424.05
	9/30/23	Ending Balance			601,016.97
Short Term Cash Spec. Res. AF	7/1/23	Beginning Balance			376,871.51
Short Term Cash Spec. Res. AF	7/31/23	Purchase/Sell BOK Cash Fund I 81-4051-02-5		10,509.03	
Short Term Cash Spec. Res. AF	8/31/23	Purchase/Sell BOK Cash Fund I 81-4051-02-5	9,708.73		
Short Term Cash Spec. Res. AF	9/30/23	Purchase/Sell BOK Cash Fund I 81-4051-02-5		10,413.81	
Short Term Cash Spec. Res. AF		Change	9,708.73	20,922.84	-11,214.11
	9/30/23	Ending Balance			365,657.40
Fixed Inc-Special Reserve FdAF	7/1/23	Beginning Balance			488,035.00
Fixed Inc-Special Reserve FdAF	7/31/23	Adjust market value of fixed income investments 81-4051-02-5	780.00		
Fixed Inc-Special Reserve FdAF	8/31/23	Adjust market value of fixed income investments 81-4051-02-5	367.50		
Fixed Inc-Special Reserve FdAF	9/30/23	Adjust market value of fixed income investments 81-4051-02-5	502.50		
Fixed Inc-Special Reserve FdAF		Change	1,650.00		1,650.00
	9/30/23	Ending Balance			489,685.00
Deferred Outflow of Res-MROTC	7/1/23	Beginning Balance			79,017.64
Deferred Outflow of Res-MROTC	7/31/23	Amortize deferred outflows related to MROTC refinancing 6/20		19,700.36	
Deferred Outflow of Res-MROTC	8/31/23	Amortize deferred outflows related to MROTC refinancing 6/20		19,736.32	
Deferred Outflow of Res-MROTC	9/30/23	Amortize deferred outflows related to MROTC refinancing 6/20		19,772.33	
Deferred Outflow of Res-MROTC		Change		59,209.01	-59,209.01
	9/30/23	Ending Balance			19,808.63
Accounts Payable	7/1/23	Beginning Balance			-92,393.50
Accounts Payable	7/17/23	Slipstream Group Inc. - Invoice: 28405	40,000.00		
Accounts Payable	7/17/23	Williams, Box, Forshee & Bulla - Invoice: 31650	3,420.00		
Accounts Payable	7/17/23	Williams, Box, Forshee & Bulla - Invoice: 31654	300.00		
Accounts Payable	7/17/23	Williams, Box, Forshee & Bulla - Invoice: 31652	540.00		
Accounts Payable	7/17/23	Williams, Box, Forshee & Bulla - Invoice: 31653	3,766.00		
Accounts Payable	7/17/23	Williams, Box, Forshee & Bulla - Invoice: 31655	4,350.00		
Accounts Payable	7/17/23	Williams, Box, Forshee & Bulla - Invoice: 31678	1,320.00		

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Account Description	Date	Trans Description	Debit Amt	Credit Amt	Balance
Accounts Payable	7/17/23	Williams, Box, Forshee & Bulla - Invoice: 31679	1,290.00		
Accounts Payable	7/17/23	Williams, Box, Forshee & Bulla - Invoice: 31680	8,490.00		
Accounts Payable	7/17/23	Williams, Box, Forshee & Bulla - Invoice: 31681	2,057.50		
Accounts Payable	7/17/23	Williams, Box, Forshee & Bulla - Invoice: 31682	1,380.00		
Accounts Payable	7/17/23	Williams, Box, Forshee & Bulla - Invoice: 31651	480.00		
Accounts Payable	9/30/23	Adj Alliance fee accrual		750.00	
Accounts Payable		Change	67,393.50	750.00	66,643.50
	9/30/23	Ending Balance			-25,750.00
Earnest Money Deposit	7/1/23	Beginning Balance			-50,000.00
	9/30/23	Ending Balance			-50,000.00
Unearned Rent	7/1/23	Beginning Balance			
Unearned Rent	7/5/23	Ledet's Welding	2,000.00		
Unearned Rent	7/7/23	Ledet's Welding - Invoice: 1069		2,000.00	
Unearned Rent	8/8/23	Ledet's Welding - Invoice: 1072		2,000.00	
Unearned Rent		Change	2,000.00	4,000.00	-2,000.00
	9/30/23	Ending Balance			-2,000.00
N/P BancFirst - current	7/1/23	Beginning Balance			-1,744,871.74
	9/30/23	Ending Balance			-1,744,871.74
N/P BancFirst-2900	7/1/23	Beginning Balance			-1,814,490.70
N/P BancFirst-2900	7/29/23	BancFirst - N/P BancFirst-2900	143,007.63		
N/P BancFirst-2900	8/29/23	BancFirst - N/P BancFirst-2900	143,101.09		
N/P BancFirst-2900	9/29/23	BancFirst - N/P BancFirst-2900	143,575.50		
N/P BancFirst-2900		Change	429,684.22		429,684.22
	9/30/23	Ending Balance			-1,384,806.48
Deferred Grant Rev. - Tinker	7/1/23	Beginning Balance			-577,299.33
	9/30/23	Ending Balance			-577,299.33
Def Inflow of Res - MROTC	7/1/23	Beginning Balance			-4,665,996.00
	9/30/23	Ending Balance			-4,665,996.00
Def Inflow of Res - 577	7/1/23	Beginning Balance			-746,496.20
	9/30/23	Ending Balance			-746,496.20
Project Fund - Begin Balance	7/1/23	Beginning Balance			-42,426,151.71
	9/30/23	Ending Balance			-42,426,151.71
Lease Payment	7/1/23	Beginning Balance			
Lease Payment	7/5/23	Ledet's Welding - Lease Payment for the building at 725 SE 59th Street; 7/10/23		2,000.00	
Lease Payment	8/1/23	Ledet's Welding - Lease payment for the building at 725 SE 59th Street: 8/10/23		2,000.00	
Lease Payment	8/1/23	Terry Brown - Signboard Lease I-240 & Eastern: 8/1/23 to 7/31/24		2,000.00	
Lease Payment	8/1/23	Tyler Outdoor Advertising, LLC - Billboard location rent: 8/1/23 - /31/24		8,750.00	
Lease Payment	9/1/23	Ledet's Welding - Lease payment for the building at 725 SE 59th Street: 9/10/23 -		2,000.00	
Lease Payment		Change		16,750.00	-16,750.00

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Account Description	Date	Trans Description	Debit Amt	Credit Amt	Balance
	9/30/23	Ending Balance			-16,750.00
Admin. Rentals - 1/8 of 1%	7/1/23	Beginning Balance			
Admin. Rentals - 1/8 of 1%	7/5/23	OK Medical Research Foundation - \$29,535,000 Oklahoma Industries Authority I		10,000.00	
Admin. Rentals - 1/8 of 1%	7/5/23	YMCA of Greater OKC - \$3,325,000 Oklahoma Industries Authority Revenue Bc		628.13	
Admin. Rentals - 1/8 of 1%		Change		10,628.13	-10,628.13
	9/30/23	Ending Balance			-10,628.13
Gain/Loss on Sale of Assets	7/1/23	Beginning Balance			
Gain/Loss on Sale of Assets	7/12/23	Chicago Title Oklahoma Co. - OKC 577, LLC - Real Estate Closing, Site E Lock		715,314.53	
Gain/Loss on Sale of Assets	8/31/23	US Treasury - Ordinary income on maturity US Treas Note #9128282D1		2,929.69	
Gain/Loss on Sale of Assets	9/22/23	Old Republic Title Company of - OK 577 Tract 1		812,124.78	
Gain/Loss on Sale of Assets		Change		1,530,369.00	-1,530,369.00
	9/30/23	Ending Balance			-1,530,369.00
ARPA Grant-577 Infrastructure	7/1/23	Beginning Balance			
ARPA Grant-577 Infrastructure	9/21/23	BancFirst Trust - Disbursement Req. #1 - 6/12/23		164,021.00	
ARPA Grant-577 Infrastructure		Change		164,021.00	-164,021.00
	9/30/23	Ending Balance			-164,021.00
Other Income	7/1/23	Beginning Balance			
Other Income	8/8/23	Stephens & Johnson Operating C - Surface Damages - I-240/Eastern		60,000.00	
Other Income	9/11/23	OG&E - OG&E Permit for PEAK Substation		1,000.00	
Other Income		Change		61,000.00	-61,000.00
	9/30/23	Ending Balance			-61,000.00
Interest Income - PF	7/1/23	Beginning Balance			
Interest Income - PF	7/3/23	Interest to 6/30/23		6,320.51	
Interest Income - PF	7/3/23	Interest to 6/30/23		1,490.97	
Interest Income - PF	7/3/23	Interest to 6/30/23		456.54	
Interest Income - PF	7/3/23	Interest to 6/30/23		1,569.00	
Interest Income - PF	7/3/23	Interest to 6/30/23		77.84	
Interest Income - PF	7/10/23	Incredible Bank - Interest on Incrediblebank CD		1,068.49	
Interest Income - PF	8/1/23	Interest to 7/31/23		12,246.76	
Interest Income - PF	8/1/23	Interest to 7/31/23		1,526.54	
Interest Income - PF	8/1/23	Interest to 7/31/23		476.72	
Interest Income - PF	8/1/23	Interest to 7/31/23		2,295.96	
Interest Income - PF	8/1/23	Interest to 7/31/23		81.28	
Interest Income - PF	8/10/23	Incredible Bank - Interest on Incrediblebank CD		1,104.11	
Interest Income - PF	8/17/23	American Expr Nat. BK - Interest on CD #02589ADSS8		4,153.08	
Interest Income - PF	8/24/23	Capital One Bank USA - Interest on CD #14042TJQ1		4,029.11	
Interest Income - PF	8/31/23	US Treasury - Interest on US Treas Note #9128282D1		3,437.50	
Interest Income - PF	8/31/23	US Treasury - Interest on US Treas Note #91282CEA5		3,750.00	
Interest Income - PF	9/1/23	Interest to 08/31/23		2,810.31	

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Account Description	Date	Trans Description	Debit Amt	Credit Amt	Balance
Interest Income - PF	9/1/23	Interest to 8/31/23		1,586.19	
Interest Income - PF	9/1/23	Interest to 08/31/23		497.46	
Interest Income - PF	9/1/23	Interest to 08/31/23		2,559.09	
Interest Income - PF	9/1/23	Interest to 08/31/23		84.81	
Interest Income - PF	9/1/23	Interest to 8/31/23		124.59	
Interest Income - PF	9/10/23	Incredible Bank		1,104.11	
Interest Income - PF		Change		52,850.97	-52,850.97
	9/30/23	Ending Balance			-52,850.97
Asset Change in Value	7/1/23	Beginning Balance			
Asset Change in Value	7/31/23	Adjust market value of fixed income investments 81-4051-01-7		6,717.50	
Asset Change in Value	7/31/23	Adjust market value of fixed income investments 81-4051-02-5		780.00	
Asset Change in Value	7/31/23	Adjust market value of fixed income investments 81-4051-03-3		1,005.00	
Asset Change in Value	8/31/23	Adjust market value of fixed income investments 81-4051-01-7		6,395.31	
Asset Change in Value	8/31/23	Adjust market value of fixed income investments 81-4051-02-5		367.50	
Asset Change in Value	8/31/23	Adjust market value of fixed income investments 81-4051-03-3		1,087.50	
Asset Change in Value	9/30/23	Adjust market value of fixed income investments 81-4051-01-7		8,872.50	
Asset Change in Value	9/30/23	Adjust market value of fixed income investments 81-4051-02-5		502.50	
Asset Change in Value	9/30/23	Adjust market value of fixed income investments 81-4051-03-3		1,137.50	
Asset Change in Value		Change		26,865.31	-26,865.31
	9/30/23	Ending Balance			-26,865.31
MROTC Revenue	7/1/23	Beginning Balance			
MROTC Revenue	7/5/23	72 ABW/CER - Security Services (1-31,July, 2023)		30,000.00	
MROTC Revenue	7/5/23	72 ABW/CER - Monthly Rent (1-31,July, 2023)		198,025.25	
MROTC Revenue	7/5/23	72 ABW/CER - Security Services (Pro-rated June (1 day) 2023		1,000.00	
MROTC Revenue	7/5/23	72 ABW/CER - Monthly Rent (Pro-rated June (1 day) 2023		6,600.84	
MROTC Revenue	8/1/23	72 ABW/CER - Monthly Rent (1-31, August, 2023		198,025.25	
MROTC Revenue	8/1/23	72 ABW/CER - Security Services (1-31, August, 2023)		30,000.00	
MROTC Revenue	9/1/23	72 ABW/CER - Monthly Rent (1-30, September, 2023)		198,025.25	
MROTC Revenue	9/1/23	72 ABW/CER - Security Services (1-30, September, 2023)		30,000.00	
MROTC Revenue		Change		691,676.59	-691,676.59
	9/30/23	Ending Balance			-691,676.59
Contract Services	7/1/23	Beginning Balance			
Contract Services	7/13/23	The Alliance for Economic Dev. - Contract Services	25,000.00		
Contract Services	8/8/23	The Alliance for Economic Dev. - Contract Services	25,000.00		
Contract Services	9/1/23	The Alliance for Economic Dev. - Contract Services	25,000.00		
Contract Services	9/30/23	Adj Alliance fee accrual		750.00	
Contract Services		Change	75,750.00		75,750.00
	9/30/23	Ending Balance			75,750.00
Bank Trustee Fees - PF	7/1/23	Beginning Balance			

Oklahoma Industries Authority
General Ledger
For the Period From Jul 1, 2023 to Sep 30, 2023

Account Description	Date	Trans Description	Debit Amt	Credit Amt	Balance
Bank Trustee Fees - PF	8/8/23	Service Charge	1,250.00		
Bank Trustee Fees - PF		Change	1,250.00		1,250.00
	9/30/23	Ending Balance			1,250.00
Bank Fees	7/1/23	Beginning Balance			
Bank Fees	7/31/23	Service Charge	2.00		
Bank Fees	8/31/23	Service Charge	2.00		
Bank Fees	9/29/23	Service Charge	2.00		
Bank Fees		Change	6.00		6.00
	9/30/23	Ending Balance			6.00
Legal Expenses	7/1/23	Beginning Balance			
Legal Expenses	8/8/23	Williams, Box, Forshee & Bulla - 577 Acre Parcel	1,620.00		
Legal Expenses	8/8/23	Williams, Box, Forshee & Bulla - C-PACE	30.00		
Legal Expenses	8/8/23	Williams, Box, Forshee & Bulla - General - Legal	570.00		
Legal Expenses	8/8/23	Williams, Box, Forshee & Bulla - NW 10th Street Project	480.00		
Legal Expenses	8/8/23	Williams, Box, Forshee & Bulla - Pratt & Whitney - Legal	540.00		
Legal Expenses	8/8/23	Williams, Box, Forshee & Bulla - Stock Yards Property - Legal	60.00		
Legal Expenses	8/8/23	Williams, Box, Forshee & Bulla - Tinker General (MROTC)	15,208.80		
Legal Expenses	9/18/23	Williams, Box, Forshee & Bulla - 577 Acre Parcel	4,020.00		
Legal Expenses	9/18/23	Williams, Box, Forshee & Bulla - General - Legal Services	4,244.50		
Legal Expenses	9/18/23	Williams, Box, Forshee & Bulla - NW 10th Street Project	150.00		
Legal Expenses	9/18/23	Williams, Box, Forshee & Bulla - Pratt & Whitney	90.00		
Legal Expenses	9/18/23	Williams, Box, Forshee & Bulla - Tinker General (MROTC)	5,820.00		
Legal Expenses		Change	32,833.30		32,833.30
	9/30/23	Ending Balance			32,833.30
Repair & Maintenance - PF	7/1/23	Beginning Balance			
Repair & Maintenance - PF	7/24/23	Bill's Hauling, LLC - Repair & Maintenance - PF	750.00		
Repair & Maintenance - PF	7/24/23	Bill's Hauling, LLC - Repair & Maintenance - PF	550.00		
Repair & Maintenance - PF	8/21/23	William L. Walker - Repair & Maintenance - PF	2,100.00		
Repair & Maintenance - PF		Change	3,400.00		3,400.00
	9/30/23	Ending Balance			3,400.00
Prof. Srvs-AE, Acct	7/1/23	Beginning Balance			
Prof. Srvs-AE, Acct	8/14/23	CEC Corporation - Water/Sewer Design	66,501.50		
Prof. Srvs-AE, Acct	9/15/23	CEC Corporation - Prof. Srvs-AE, Acct	97,519.50		
Prof. Srvs-AE, Acct		Change	164,021.00		164,021.00
	9/30/23	Ending Balance			164,021.00
Advertising	7/1/23	Beginning Balance			
Advertising	9/18/23	Anglin Public Relations, Inc. - Advertising	216.00		
Advertising		Change	216.00		216.00
	9/30/23	Ending Balance			216.00

**Oklahoma Industries Authority
General Ledger
For the Period From Jul 1, 2023 to Sep 30, 2023**

Account Description	Date	Trans Description	Debit Amt	Credit Amt	Balance
Insurance - PF	7/1/23	Beginning Balance			
Insurance - PF	7/28/23	Cole, Paine & Carlin Insurance - MROTC Package Adjustment	2,621.48		
Insurance - PF	7/31/23	Expense monthly portion of pre-paid insurance	12,634.21		
Insurance - PF	8/31/23	Expense monthly portion of pre-paid insurance	12,634.21		
Insurance - PF	9/30/23	Expense monthly portion of pre-paid insurance	12,634.18		
Insurance - PF		Change	40,524.08		40,524.08
	9/30/23	Ending Balance			40,524.08
Office Expense - PF	7/1/23	Beginning Balance			
Office Expense - PF	7/3/23	Cox Communications, Inc. - Office Expense - PF	62.73		
Office Expense - PF	8/2/23	Cox Communications, Inc. - Office Expense - PF	62.74		
Office Expense - PF	9/2/23	Cox Communications, Inc. - Office Expense - PF	63.00		
Office Expense - PF		Change	188.47		188.47
	9/30/23	Ending Balance			188.47
Dues & Subscriptions	7/1/23	Beginning Balance			
Dues & Subscriptions	9/25/23	The State Chamber - Dues & Subscriptions	2,344.00		
Dues & Subscriptions		Change	2,344.00		2,344.00
	9/30/23	Ending Balance			2,344.00
Depreciation Expense - MROTC	7/1/23	Beginning Balance			
Depreciation Expense - MROTC	7/31/23	Record monthly depreciation-MROTC	47,471.23		
Depreciation Expense - MROTC	8/31/23	Record monthly depreciation-MROTC	47,471.23		
Depreciation Expense - MROTC	9/30/23	Record monthly depreciation-MROTC	47,471.23		
Depreciation Expense - MROTC		Change	142,413.69		142,413.69
	9/30/23	Ending Balance			142,413.69
Interest Expense	7/1/23	Beginning Balance			
Interest Expense	7/29/23	BancFirst - Interest Expense	11,419.50		
Interest Expense	8/29/23	BancFirst - Interest Expense	11,326.04		
Interest Expense	9/29/23	BancFirst - Interest Expense	10,851.63		
Interest Expense		Change	33,597.17		33,597.17
	9/30/23	Ending Balance			33,597.17
MROTC Facility Expense	7/1/23	Beginning Balance			
MROTC Facility Expense	7/3/23	Allied Universal Security Serv - MROTC Facility Expense	6,911.04		
MROTC Facility Expense	7/13/23	Allied Universal Security Serv - MROTC Facility Expense	7,017.24		
MROTC Facility Expense	7/17/23	Allied Universal Security Serv - MROTC Facility Expense	6,806.80		
MROTC Facility Expense	7/24/23	Allied Universal Security Serv - MROTC Facility Expense	6,899.44		
MROTC Facility Expense	7/28/23	Allied Universal Security Serv - MROTC Facility Expense	6,911.04		
MROTC Facility Expense	8/8/23	Allied Universal Security Serv - MROTC Facility Expense	7,133.24		
MROTC Facility Expense	8/14/23	Allied Universal Security Serv - MROTC Facility Expense	6,887.84		
MROTC Facility Expense	8/21/23	Allied Universal Security Serv - MROTC Facility Expense	6,911.04		
MROTC Facility Expense	8/28/23	Allied Universal Security Serv - MROTC Facility Expense	6,911.04		

**Oklahoma Industries Authority
General Ledger
For the Period From Jul 1, 2023 to Sep 30, 2023**

Account Description	Date	Trans Description	Debit Amt	Credit Amt	Balance
MROTC Facility Expense	9/1/23	Allied Universal Security Serv - MROTC Facility Expense	6,911.04		
MROTC Facility Expense	9/11/23	Allied Universal Security Serv - MROTC Facility Expense	7,121.64		
MROTC Facility Expense	9/18/23	Allied Universal Security Serv - MROTC Facility Expense	6,841.60		
MROTC Facility Expense	9/25/23	Allied Universal Security Serv - MROTC Facility Expense	6,911.04		
MROTC Facility Expense		Change	90,174.04		90,174.04
	9/30/23	Ending Balance			90,174.04
Amort of Def Outflow-MROTC	7/1/23	Beginning Balance			
Amort of Def Outflow-MROTC	7/31/23	Amortize deferred outflows related to MROTC refinancing 6/20	19,700.36		
Amort of Def Outflow-MROTC	8/31/23	Amortize deferred outflows related to MROTC refinancing 6/20	19,736.32		
Amort of Def Outflow-MROTC	9/30/23	Amortize deferred outflows related to MROTC refinancing 6/20	19,772.33		
Amort of Def Outflow-MROTC		Change	59,209.01		59,209.01
	9/30/23	Ending Balance			59,209.01
Dist-benefit other gov. - Cham	7/1/23	Beginning Balance			
Dist-benefit other gov. - Cham	7/13/23	Bank correction-paid req from wrong acct 6/15/23	12,000.00		
Dist-benefit other gov. - Cham	7/13/23	Bank correction-paid req from wrong acct 6/15/23		12,000.00	
Dist-benefit other gov. - Cham	9/15/23	Oklahoma City Chamber of Comme - Dist-benefit other gov. - C	12,000.00		
Dist-benefit other gov. - Cham		Change	24,000.00	12,000.00	12,000.00
	9/30/23	Ending Balance			12,000.00
Dist-other govt City of OKC	7/1/23	Beginning Balance			
Dist-other govt City of OKC	7/28/23	OCEDT - Dist-other govt City of OKC	2,750,000.00		
Dist-other govt City of OKC		Change	2,750,000.00		2,750,000.00
	9/30/23	Ending Balance			2,750,000.00

OKLAHOMA INDUSTRIES AUTHORITY

SPECIFICATIONS AND SPECIAL PROVISIONS

Trustees:

Clayton I. Bennett - Chairman
Christy Gillenwater - Vice Chair & Secretary
Kirk Humphreys - Vice Chair
J.W. Mashburn - Vice Chair
Ronald J. Norick - Vice Chair
Kenton Tsoodle - General Manager

WA-2023-00056 / ARP23-0010-DPG
OKC 577 Water Main Installation
I-240 Service Road from N Eastern Avenue to N Bryant Avenue

CEC Corporation • 4555 West Memorial Road Oklahoma City, OK 73142
Office: (405)753-4200 • Fax (405)384-4589

THE OKLAHOMA INDUSTRIES AUTHORITY

APPROVAL SHEET

WA-2023-00056 / ARP-23-0010-DPG

OKC 577 Water Main Installation

I-240 Service Road from N Eastern Avenue to N Bryant Avenue

Prepared by:

CEC Corporation



Kyle Morse, P.E., Engineer



Recommended for Approval



Kenton Tsoodle, General Manager

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Attachments:
Engineer of Record's Plans and Drawings
Bid “Item Response Form”

NOTICE TO BIDDERS

Notice is hereby given that The City of Oklahoma City (the “City”) will electronically receive and open sealed Bids on behalf of Oklahoma Industries Authority (“Awarding Public Agency” or “OIA”) for the construction of:

WA-2023-00056 /ARP-23-0010-DPG
OKC 577 Water Main Installation
I-240 Service Road from N Eastern Avenue to N Bryant Avenue

in the Office of the City Clerk, 2nd Floor, Municipal Building, 200 N. Walker Avenue, Oklahoma City, Oklahoma 73102, until **10 a.m.**, on the **17 day of January, 2024** . Bids shall be opened electronically at the above stated time for receipt of Bids or as soon thereafter as practicable. Bids received more than ninety-six (96) hours prior to the bid opening time listed above will be returned.

Funding for this project is provided American Rescue Plan Act (ARPA) grant program. As such, compliance with Labor Standards Contract Provisions is mandatory. Compliance with the Davis Bacon Act is mandatory **if the total project cost exceeds \$10,000,000** (Ten Million dollars).

Bids must be made in accordance with this Notice to Bidders and the Bidding Documents, including all Addenda, which are available for examination through the electronic bidding system at <https://www.periscopeholdings.com/s2g> (formerly www.bidsync.com).

To bid on this Contract, the Bidder must be prequalified by the City of Oklahoma City’s Prequalification Review Board on the Bid Date and Bid Time as: **Water Pipeline Contractor “B”**.

Pre-Bid Conference: Mandatory Pre-Bid Conference will be held **Friday, 1/5/2024 from 9 AM -10 AM at EMBARK Large Conference Room 431 W Main, Suite #B, OKC, OK 73102.** All potential bidders are responsible to read all Bidding Documents and submit questions in writing through the electronic bidding system by **Thursday, 1/11/2024 at 8 AM.** All additional questions in the meeting will be recorded in an addendum.

All bids received at the time provided above will be opened and evaluated for completeness and correctness. All work shall be performed, and all construction and materials used and furnished shall be in accordance with the Bidding Documents, Addenda, Oklahoma City Standard Specifications for Construction of Public Improvements Plans, and Specifications approved by Awarding Public Agency and available through the electronic bidding system.

Bidder must complete the Project within **ONE HUNDRED AND TWENTY (120)** calendar days of date as stated in the Work Order.

Construction, Maintenance and Statutory Payment Bonds in the amount of 100% of the contract price are required for this project. These bonds must be obtained from a Corporate Surety

licensed in Oklahoma and approved by the Awarding Public Agency and Consulting Engineer. The bidder shall state in the proposal the name and address of the Surety or Sureties who will sign this bond in case the contract is awarded.

The Maintenance Bond shall be in favor of Awarding Public Agency and shall be for a period of **(2 years)** in an amount equal to one hundred percent (100%) of the Contract amount. The Maintenance Bond will guarantee the repair of all damage due to improper materials or workmanship for the period after the acceptance of the work by the Awarding Agency.

Additional information is contained in the Bidding Documents. Prior to bidding on this Project, Bidders must carefully examine the Bidding Documents, Addenda (if any) and the Oklahoma City Standard Specifications for Construction of Public Improvements. These Standard Specifications are incorporated by reference into the Bidding Documents except as expressly superseded by the Bidding Documents. Bidder is responsible for monitoring the electronic bidding website to determine whether addenda were issued and for opening and complying with all addenda.

Each bidder shall accompany his bid with a sworn statement in writing that the bidder has not directly or indirectly entered into an agreement, expressed or implied, with any other bidder concerning the price or amount of such bid or any bids, the limiting of the bids or bidders, the paying to anyone any money for promotion expenses, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any part of the subject matter of the bid or of the profits thereof.

This project is to be financed by the ARPA grant program managed by the Oklahoma Water Resources Board (OWRB) and shall be referred to as **Project No. ARP-23-0010-DPG**. The following requirements and regulations must be complied with:

- A. Equal Opportunity in Employment: All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or physical handicap. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended.
- B. Each bidder must fully comply with the requirements, terms and conditions of the Environmental Protection Agency's Disadvantaged Business Enterprise Requirements which have been adopted for the OWRB ARPA program and include employing the six (6) good faith efforts and soliciting disadvantaged business enterprises during the performance of this contract. Requirements are contained in OWRB's Guidance and Procedures, ARP-267. The bidder commits itself to following the good faith efforts to solicit disadvantaged business enterprises contained herein and all other requirements, terms and conditions of these bid conditions by submitting a properly signed bid.
- C. If the total project cost exceeds \$10,000,000 (Ten Million dollars) then Davis Bacon Act wage rules shall apply. All laborers and mechanics employed by contractors and sub-contractors on projects funded directly by or assisted in whole or in part by and through the Federal Government shall be paid wages at rates not less than those

prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of Title 40, United States Code and 29 CFR parts 1, 3, and 5. The Department of Labor provides all pertinent information related to compliance with labor standards, including prevailing wage rates and instructions for reporting. More information is available at <http://www.sam.gov/> and <https://www.dol.gov/agencies/whd/government-contract/construction> .

- D. System for Award Management (SAM) registration is required for all Applicants and Awardees (Entities, Prime Contractors, Subcontractors, Vendors) in order to receive funds from the ARPA program. SAM replaced Central Contractor Registration/Federal Agency Registration, Online Representations and Certifications Application, and Excluded Parties List System. Applicants and awardees are required to complete a one-time free registration to provide basic information relevant to procurement and financial transactions. ON April 4, 2022, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov). Registrants must retain an active status to be eligible for ARPA funding. Applicants and Awardees can go to SAM.gov to complete the registration process.”

The contract is to be awarded to the lowest, responsive, responsible bidder. Awarding Public Agency reserves the right to correct any non-material clerical errors in the bidding as allowed under Oklahoma Law. Awarding Public Agency reserves the right to reject any and all bids in accordance with the Oklahoma Public Competitive Bidding Act of 1974. Conditional bids shall not be accepted.

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - IN GENERAL

1.0 ACCESS

1.0.1 It is the policy of the Awarding Public Agency to ensure that communications with participants and members of the public with disabilities are as effective as communications with others. Anyone with a disability who requires an accommodation, a modification of policies or procedures, or an auxiliary aid or service in order to participate in a meeting should contact Awarding Public Agency Staff as soon as possible but not later than 48 hours (not including weekends or holidays) before the scheduled meeting. The Awarding Public Agency will give primary consideration to the choice of auxiliary aid or service requested by the individual with disability.

1.0.2 The Awarding Public Agency does not provide access to a computer for electronic bidding or electronic bid submission.

1.1 BIDDING DOCUMENTS; DEFINITIONS

For this Project, the Awarding Public Agency adopts and incorporates by reference certain Oklahoma City’s policies and specifications, subject to the precedence of the express requirements of these Bidding Documents. Provided, however, although Standard Specifications for Construction of Public Improvements (“Standard Specifications”) may delegate administration and inspections to the Oklahoma Industries Authority or its designees, the Contractors contractual obligations are due and owed to the Awarding Public Agency.

1.1.1 The “Bidding Documents” consist of: the “Bid Package”, Project Plans, Standard Specifications, Special Provisions and the documents referenced or incorporated, Bid Security or Bid Bond, Addenda and Contract and Bond Forms. Electronic copies of the Bidding Documents are available through the Electronic Bidding Program.

The “Bid Package” consists of: Bid Package Cover Sheet; Notice to Bidders; Instructions to Bidders; List of Documents Required for this Bid; Signature Requirements for Bidding Documents; Item Response Form; Anti/Non-Collusion Affidavit; Business Relationship Affidavit; Small, Local and Minority Business Subcontracting Affidavit/Plan; any other documents listed in the List of Documents Required for this Bid; and any Addenda issued prior to the Bid Date.

Each Bidder shall be responsible for submitting their Bid in accordance with the Contract Documents, including all Addenda. Additionally, each Bidder shall be responsible for acquiring and distributing the necessary documents required to develop the Bid and construct the project. In the case of a joint venture, an eligible representative from **each** of the participating entity must sign the Bid and documents required for this bid.

The “Contract Documents” consist of: Bidding Documents; Contract; Performance Bond;

Statutory Bond; Maintenance Bond; Defect Bond, if required; Certificate of Insurance; Certificate of Nondiscrimination; Special Provisions; Project Plans, Standard Specifications; other documents provided in the Contract Documents or required to be submitted with the Bidding Documents; and all Addenda issued prior to the Bid Date. Any Amendments and/or Change Orders issued after the award of the Contract shall be a part of the Contract Documents upon their approval by the Awarding Public Agency.

1.1.2 The Definitions set forth in Part 1 of the City's "Standard Specifications for Construction of Public Improvements", and in the Bid Documents, are applicable to the Bidding Documents.

1.1.3 The "Bid Date" and "Bid Time" are the date and time for the receipt of Bids as provided in the Notice to Bidders.

1.1.4 The "Engineer" is that person or firm under contract with the Awarding Public Agency to prepare the plans and specifications for and supervise the construction of the Project.

1.1.5 The "Bid Security" is that security submitted with the Bid which shall be in the form of a certified check, cashier's check or Bid Bond equal to five percent (5%) of the Bid or of an irrevocable letter of credit in the amount of five percent (5%) of the Bid and issued in accordance with the provisions of the Public Competitive Bidding Act of 1974, as amended. The calculation of the amount of the Bid Security shall be as provided in Section 4.2.1 of these Instructions to Bidders. Provide the Bid Bond through the Electronic Bidding Process. Irrevocable Letters of Credit, certified check and/or cashier's check must be hand delivered to the Office of the City Clerk, 2nd Floor, Municipal Building, 200 N. Walker Avenue, Oklahoma City, Oklahoma 73102 prior to Bid Time.

1.1.6 "Prequalification" or "Pre-qualified" shall mean that prior to the Bid Date the Bidder is listed by the Prequalification Review Board as "Pre-qualified" for the type or types of work required for the Project. In the case of a joint venture, **each** of the participating entities in the joint venture must be prequalified.

1.1.7 "Completed" shall mean that the Project shall have been constructed in accordance with the plans and specifications and other Bidding Documents and is fully completed, the final inspection(s) have been made, and any corrections made to the satisfaction of the OIA Project Manager and Engineer.

1.1.8 "Acceptance" shall mean the formal recorded acceptance of the Project by the Awarding Public Agency.

1.1.9 The "Electronic Bidding Process" shall mean a bid process through electronic means only. All signatures will be applied through electronic methods. Electronic Bidding Process is available at www.periscopeholdings.com/s2g . For any assistance in completing the Electronic Bidding Process, please contact Periscope by email at s2g-support@periscopeholdings.com or telephone at 800-990-9339.

1.1.10 The "Bidder Acknowledgment" shall mean that the Bidder prepared this Bid and, before

preparing the Bid, carefully read and examined the Bidding Documents and any other documentation or information. Bidder is familiar with and able to comply with all the provisions of the Bidding Documents. Bidder agrees that if this Bid is accepted, Bidder will enter into the Contract with the Awarding Public Agency and properly submit the required Contract, Bonds, and certificate of insurance within seven (7) calendar days following the Awarding Public Agency's notification of its intent to award Contract, unless such time is extended by the OIA Project Manager. Bidder hereby agrees to commence work within ten (10) calendar days after the Work Order is issued by the OIA Project Manager and to complete the Project within the number of calendar days or by the calendar date specified in the Notice to Bidders. Bidder encloses the Bid Security as required in Bidding Documents. The Anti/Non-Collusion Affidavit, in its entirety, is incorporated herein by reference.

1.1.13 "Awarding Public Agency" defined as the public entity, OIA, awarding a Public Improvement Contract.

1.2 CONFIDENTIALITY

1.2.1 No Bidder shall divulge the sealed contents of a Bid to any person whomsoever, except those having a partnership or other financial interest with the Bidder in said Bid, until after the sealed Bids have been opened. A violation on the part of the Bidder shall make void any Contract made by the Awarding Public Agency with the Bidder based upon such Bid.

1.3 PREQUALIFICATION AND LICENSES

1.3.1 Application for prequalification must be made to the Contractor's Prequalification Board and the required information provided to the Board. Unless prequalification is specifically waived in the Notice to Bidders for the Project or by formal Awarding Public Agency action, all Bidders must be listed by the Prequalification Review Board as "Pre-qualified" for the class or classes of work before the Bid Date. In the event prequalification is waived, or in addition to prequalification, the Bidder may be required to present other evidence of qualification as required in the Bidding Documents. In the case of a joint venture, **each** of the participating entities in the joint venture must submit a questionnaire and any other requested evidence of qualification.

1.3.2 Bidder's must be Pre-qualified for the specific class or classes of work, as provided in the Bidding Documents and the "Standard Specifications for the Construction of Public Improvements." In the case of a joint venture, **each** of the participating entities in the joint venture must have obtained the specified prequalification. Unless prequalification is specifically waived in the Bidding Documents for the Project, the City Clerk will not tabulate submission of any proposed Contractor or Bidder who is not listed, at the time for receipt of Bids, as Pre-qualified for the class or classes of work required for the Project and such submission will not be considered by the Awarding Public Agency.

1.3.3 The prequalification requirements for the Project are set forth in the Notice to Bidders.

1.3.4 Regardless of whether or not prequalification is required to bid, any proposed Contractor or Bidder must have obtained prequalification and any license or licenses which is/are necessary

to the accomplishment of the Project. In the case of a joint venture, **each** of the participating entities in the joint venture must have obtained prequalification and any license or licenses which is/are necessary to the accomplishment of the Project.

1.4 SALES TAX

1.4.1 The Contractor will be responsible for and bear the cost of all applicable sales and use taxes and all other applicable local, state, or federal taxes pertaining to this Project. Applicable taxes will be deemed a cost the Contractor has included in its Bid and Contract Price (Lump Sum Price and Unit Prices) and by extension of such Unit Prices in any subsequently issued Amendment. Similarly, the Contractor must include any applicable taxes in any Change Order. Awarding Public Agency will be liable for any change in taxes or any new or additional taxes; such taxes will be and are a risk and liability of the Bidder or Contractor included in its Bid and Contract Price and any such change in or new or additional tax will not be paid or reimbursed by the City or Awarding Public Agency.

1.5 STANDARD SPECIFICATIONS

1.5.1 The Oklahoma City "Standard Specifications for the Construction of Public Improvements," as amended, shall govern all aspects of bidding for and construction of the project. Exceptions to the "Standard Specifications" will be set forth in the Bidding Documents. The Bidding Documents shall prevail over any conflicting statement in the Standard Specifications. The Standard Specifications may be viewed or downloaded at www.okc.gov/departments/public-works.

1.6 ELECTRONIC BIDDING

1.6.1 The Electronic Bidding Process is available at www.periscopeholdings.com/s2g. For any assistance in completing the electronic process, please contact Periscope by email at s2g-support@periscopeholdings.com or telephone at 800-990-9339.

1.6.2 Bidders must preregister for Electronic Bidding at www.periscopeholdings.com/s2g prior to completing, signing and submitting a bid on this Project.

ARTICLE 2 - BIDDER'S REPRESENTATIONS

2.1 The Bidder by making a Bid represents that:

2.1.1 The Bidder has read carefully and understands the Bidding Documents and has inspected the Project Site and become familiar with local conditions under which the Project is to be constructed and has informed himself by independent research of the difficulties to be encountered and personally judged the accessibility of the Project and all attending circumstances affecting the cost of constructing the Project and of the time required for its completion and has correlated the Bidder's personal observations with the requirements of the Bidding Documents and the Bid is made in accordance therewith.

2.1.2 The Bidder has read and understands the Bidding Documents to the extent that such documentation relates to the Project for which the Bid is submitted and for other portions of the Project, if any, being Bid concurrently or presently under construction.

2.1.3 The Bid is based upon the materials, equipment, systems or services required by the Bidding Documents without exception.

2.1.4 The Bidder has read and acknowledges that by confirming the Bid electronically, the Bidder is accepting the Bidder Acknowledgment as defined in section 1.1.11.

ARTICLE 3 - BIDDING DOCUMENTS

3.1 COPIES

3.1.1 The Bidding Documents are available through the Electronic Bidding Process.

3.1.2 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Awarding Public Agency nor the consulting Architect/Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 The Bidder shall at once report to the OIA Project Manager or Engineer any errors, inconsistencies or ambiguities discovered. All requests for interpretation of the Bidding Documents must be made to the OIA Project Manager and Engineer.

3.2.2 Addendum Required. The Bidding Documents represent all the information the Awarding Public Agency will provide. Interpretations and corrections of and/or changes to the Bidding Documents will be made only by addendum. Such addenda shall be issued by the OIA Project Manager and approved or ratified by the Awarding Public Agency. Interpretations and/or changes made in any other manner will not be binding upon the Awarding Public Agency and Bidders shall not rely upon them. All Addenda will be issued through the Electronic Bidding Process.

3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution. The Notes to Buyer box in the Electronic Bidding Process cannot be used for substitutions. Using the Notes to Buyer box may result in the Bid being rejected.

Pre-Bid Consideration; Addendum required. No substitution will be considered prior to the receipt of Bids unless a written request for approval has been received by the OIA Project Manager or Engineer within seven (7) days prior to the Bid Date. Such requests shall include the name of the material, product, or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, products,

equipment or other portions of the Project, including changes in the Project of other contracts that incorporation of the proposed substitution would require, shall be included in the request. The burden of proof of the merit of the proposed substitution is upon the Bidder.

3.3.3 If a proposed substitution is approved prior to Bid Date, such approval will be set forth in an addendum issued by OIA Project Manager and approved or ratified by the Awarding Public Agency. Bidders shall not rely upon approvals made in any other manner.

3.3.4 Post-Contract Consideration. Substitutions may be considered after the award of Contract unless specifically prohibited in the Bidding Documents. However, any Bidder basing a Bid on a substitution not approved by addendum does so at the risk of being required to provide the materials designated in the Bidding Documents.

3.4 ADDENDA DELIVERY AND RECEIPT

3.4.1 The OIA Project Manager may issue addenda as may be necessary in the best interest of the Awarding Public Agency. Addenda may amend the date and/or time for receipt of Bids or any specification, item, document or requirement in the Bidding Documents. Addenda will be delivered through the Electronic Bidding Process. It shall be the obligation of the Bidder to ascertain through the Electronic Bidding Process prior to the Bid Date, whether Bidder has received all addenda. Bidder has the obligation to read and comply with the terms of the Bidding Documents as amended by addenda, if any.

3.4.2 Copies of addenda will be made available for inspection through the Electronic Bidding Process.

3.4.3 The Electronic Bidding Process shall be considered proof that the Awarding Public Agency delivered notification of an addendum to a Bidder.

3.5 MANDATORY PRE-BID CONFERENCE

The Awarding Public Agency requires all prospective Bidders to attend a Pre-Bid Conference as a prequalification requirement to be eligible to submit a sealed Bid. Attendance is a prequalification requirement for this Project. The Contractor who plans to submit a Bid must attend this conference. In the case of a joint venture, an eligible representative from **each** of the participating entities in the joint venture must be in attendance. Sub-contractors are not required to attend.

Failure to attend this conference will cause the City Clerk to not consider the Bidder's submission. The purpose of the conference is to discuss the plans and specifications.

NOTE: The Pre-Bid Conference will begin at the designated time; attendance will be recorded by roll call; only full-time employees of the prospective Bidder's company will be considered as eligible representatives for attendance; and five minutes after the meeting is called to order, the meeting will be closed for entry (**late arrivals will not be allowed to participate**). The official timekeeper for closing the entry shall be the Awarding Public Agency staff member chairing the

Pre-Bid Conference.

The following will not be eligible to Bid on the Project: (1) prospective Bidders leaving the meeting prior to adjournment of the Pre-Bid Conference; (2) prospective Bidders whose name is called during roll call but were not in attendance; or (3) any Bidder not in attendance at the Pre-Bid Conference.

ARTICLE 4 - BIDDING PROCEDURES

4.1 FORM AND STYLE OF BIDS

4.1.1 The Bid must be submitted through the Electronic Bidding Process.

4.1.2 All forms, all blanks and all affidavits must be completed, signed, and submitted through the Electronic Bidding Process.

4.1.3 All prices must be completed and submitted electronically. Where so indicated by the Item Response Form, sums shall be expressed in numerals. All base bid items must have a price indicated. All alternate bids, whether add alternates or deduct alternates, must have a price indicated, unless expressly stated otherwise in the Bidding Documents. Should the Bidding Documents expressly state that Bidders need not bid on all alternates, a Bidder that does not wish to bid on that add/deduct alternate bid must enter “No Bid” into the Notes to Buyer box and a bid of “zero dollars” must be entered for that line item.

4.1.4 Where detailed or unit prices are requested or required in the Bidding Documents, the Bidder must complete and submit detailed or unit prices on the Item Response Form and the total bid amount shall be the cumulative total of the detailed or unit prices.

Unless otherwise provided in the Bidding Documents, where unit prices are bid, payments and claims will be based on actual quantities used. Any substantial change(s) in quantities required to complete the Project will require a Contract Amendment and any deduction or increase in payment will be based on unit prices and actual verified and authorized quantities.

4.2 BID SECURITY

4.2.1 Each Bid shall be accompanied by a Bid Security in the form of a Bid Bond and/or irrevocable letter of credit or a certified check and/or cashier's check delivered by bid receipt time, in the amount of five percent (5%) of the amount of the Bid. Bid Bonds must be uploaded in the Electronic Bidding Process and must be submitted electronically with the Bid. Irrevocable Letters of Credit, certified check and/or cashier's check must be hand-delivered to the Office of the City Clerk, 2nd Floor, Municipal Building, 200 N. Walker Avenue, Oklahoma City, Oklahoma 73102, in a sealed envelope with notations including the Bidder's name, the Project Number and “Bid Security,” prior to Bid Time. For the purposes of this section, Bid shall mean the highest combination of the base bid plus all add/deduct alternate bids. The Bid Security is a guaranty that the Bidder will enter into a Contract with the Awarding Public Agency on the terms stated in the Bid and will furnish Bonds covering the faithful performance of the Contract and payment of all

obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such Bonds as required and/or the required Certificate of Insurance and other required documents, the amount of the Bid Security shall be forfeited to the Awarding Public Agency as liquidated damages, not as a penalty.

4.2.2 The Awarding Public Agency has the right to retain the Bid Security of Bidders until either (a) the Contract and Bonds and other required documents have been executed or submitted by the successful Bidder, or (b) the specified time to award Bids has elapsed so that Bids may be withdrawn in accordance with State law, or (c) all Bids have been rejected, or (d) another Bidder has been determined to be the successful Bidder.

4.3 SUBMISSION OF BIDS

4.3.1 The Item Response Form and affidavits, the Bid Security and any other documents required to be submitted with the Bid shall be submitted through the Electronic Bidding Process. Bids will only be accepted electronically per the Notice to Bidders.

4.3.2 All Bids from prequalified Bidders timely received may be considered by the Awarding Public Agency prior to a Contract being awarded. Bids shall be electronically delivered through the Electronic Bidding Process, not more than 96 hours, excluding Saturdays, Sundays, and holidays, prior to the Bid Date and Bid Time. All Bids received before more than 96 hours before the Bid Date and Bid Time, will not be considered. Submissions will not be received after the time and date for receipt through the Electronic Bidding Process.

4.3.3 The Bidder shall assume full responsibility for timely completion and submission of the Bid through the Electronic Bidding Process.

4.3.4 Any bid not submitted through the Electronic Bidding Process is invalid and will not receive consideration.

4.3.5 The Bid affidavits must be properly completed, signed, sworn to, notarized and submitted with the Bid electronically.

The required affidavits are:

- (1) Anti/Non-Collusion Affidavit
- (2) Business Relationship Affidavit
- (3) Such other Affidavits as may be required by law or OWRB, See Section 7.1.

4.4 BIDS NOT TO BE MODIFIED OR WITHDRAWN

4.4.1 No Bid shall be withdrawn, altered, changed, executed or otherwise revised in any manner by any Bidder once delivered to the City Clerk through the Electronic Bidding Process.

ARTICLE 5 - CONSIDERATION OF BIDS

5.1 OPENING OF BIDS; TIME FOR CONSIDERATION

5.1.1 Bids submitted and timely received will be opened publicly and will be read aloud in the presence of the City Clerk, the City Auditor, and the Purchasing Agent or their designees at the time stated in the Notice to Bidders. Opened Bids will remain on file in the Office of the City Clerk for at least forty-eight (48) hours. A tabulation of bid information may be made available to the Bidders within a reasonable time.

5.2 REJECTION OF BIDS

5.2.1 The Bids will be considered by the Awarding Public Agency. The Awarding Public Agency shall have the right to reject any or all Bids. The Awarding Public Agency shall have the right to waive immaterial defects or irregularities in a Bid received and to accept the Bid, which, in the Awarding Public Agency's judgment, is in its own best interest.

5.3 ACCEPTANCE OF BID AND AWARD OF CONTRACT

5.3.1 It is the intent of the Awarding Public Agency to award a Contract to the lowest and best responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents.

5.3.2 The Awarding Public Agency shall have the right to accept add/deduct alternate bids in any order or combination and to determine the lowest and best Bidder on the basis of the sum of the base Bid and such alternates accepted by the Awarding Public Agency at its discretion, unless otherwise stated in the Bidding Documents.

5.3.3 Should a Bidder who is awarded a Contract upon a Bid fail to execute and provide the Contract and Bonds or to provide the required certificates of insurance and/or any other required documents, the Awarding Public Agency reserves the right to offer the Contract to the Bidder deemed to be the next lowest and best responsible Bidder.

ARTICLE 6 - CONTRACT AND BONDS

6.1 BOND AND INSURANCE REQUIREMENTS

6.1.1 See the Bidding Documents for Bond requirements.

6.1.2 The cost of such Bonds shall be included in the amount of the Bid.

6.1.3 The Awarding Public Agency may, by formal action, reject/not accept any bond if the surety issuing the Bond is: (1) now in default or delinquent on any demand on any bond; (2) is an adverse party to the Awarding Public Agency in any litigation involving bonds issued in favor of the Awarding Public Agency; or, (3) is not licensed or otherwise permitted to do business in the State of Oklahoma.

6.2 TIME OF DELIVERY CONTRACTS, BONDS AND INSURANCE

6.2.1 The Bidder shall deliver the required Contract and Bonds, together with the certificates of insurance as required in the Bidding Documents, to the Awarding Public Agency's project manager no later than seven (7) calendar days following the Awarding Public Agency's notification of its intent to award Contract, unless that time is extended by the OIA Project Manager.

6.2.2 **The date blanks on the Bonds shall be left blank. The dates will be inserted by the Awarding Public Agency upon approval of the Contract and Bonds by the Awarding Public Agency.**

6.2.3 The Bidder shall require the attorney-in-fact who executes the required Bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

7.1 OWRB SPECIFIC CRITERIA

7.1.1 In the event of a conflict between the Specifications and the SRF Supplemental Conditions (ORF-185), the latter will govern. In the event of a conflict between the Plans and the Specifications, the Specifications will govern.

The following additional items, shall also be included in this Bid Packet and shall be submitted along with the bid:

Contractor's State about Equal Opportunity (ARP-211)
Contractor's Certificate of Non-Segregated Facilities (ARP-212)
Sub-Contractor's Certificate of Non-Segregated Facilities (ARP-212a)
Bidder's/Supplier's List (ARP-249)
Subcontractor Performance form (ARP-6100-3)
Subcontractor Utilization form (ARP-6100-4)
DBE documentation (if applicable).

The Engineer of Record is Kyle Morse with CEC Corporation. The Engineer of Record's contact phone number is 405-753-4644.

SPECIAL PROVISIONS

These Special Provisions are included in and are a part of the Bidding Documents for this Project.

1. Standard Specifications for the Construction of Public Improvements. The Oklahoma City's "Standard Specifications for the Construction of Public Improvements" as most recently amended, is included by reference in these Bidding Documents in its entirety as though fully set forth herein. The provisions of the "Standard Specifications of the Construction of Public Improvements" are applicable to and binding upon this Project unless and except where specifically superseded by a provision(s) of the Bidding Documents and/or the Special Provisions-Technical for this Project. The Special Provisions-Technical shall prevail over any conflicting statement in or requirement of the Bidding Documents. Copies of the "Standard Specifications for the Construction of Public Improvements" may be viewed or downloaded at www.okc.gov/departments/public-works.

2. Nondiscrimination. Neither the Contractor nor any subcontractors employed on this Project may discriminate against any employee or applicant for employment because of race, religion, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act. A Certification of Nondiscrimination must be properly signed and submitted with the Contract. The requirements of the Certificate must be included in any subcontracts connected with the performance of the Contract. The Contract may be canceled by the Awarding Public Agency for noncompliance with the provisions of the Certificate and the Contractor may be declared to be ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or any subcontractors.

The "Notice of Equal Employment Opportunity" poster must be exhibited in a central and public location at the place of business by the Contractor and each subcontractor while the Contractor and any subcontractors are performing Work on the Project.

3. Permits or Licenses. The Contractor must, at his own cost, secure all permits and licenses and pay all fees required by City of Oklahoma City Ordinance or State Statute and give all notices necessary and incidental to the lawful prosecution of the Project.

4. Laws to be Observed. The Contractor shall at all times observe and comply with all Federal and State laws and regulations and all City of Oklahoma City Ordinances, Codes and regulations which in any manner affect the conduct of the Work and shall observe and shall comply with all orders and decrees which exist at the present or which may be enacted later, of bodies or tribunals having jurisdiction or authority over the Work and no plea of misunderstanding or ignorance thereof will be considered.

5. Safety. Contractor shall establish and implement safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities including, but not limited to, the requirements of the United States Occupational Safety and Health Act.

6. Contract. Contractor will enter into the Contract with the Awarding Public Agency and properly submit the executed Contract and the required Bonds, documents, and Certificate of Insurance within seven (7) calendar days following the Awarding Public Agency's notification of its intent to award Contract, unless said time is extended by the OIA Project Manager. With the Contract, the Contractor will submit a properly signed Certificate of Nondiscrimination. No Work shall be commenced until the written Contract has been executed and the required Bonds and insurance have been provided and a Work Order has been issued.

7. Amendments and Change Orders. The provisions of the Contract may be amended or changed only by an amendment or a change order approved by the Awarding Public Agency. As used herein, the terms "amendment" and "change order" shall have the following meanings.

“Amendment” shall mean a modification to a construction contract which was Bid on a unit price basis and which modifies the quantity of an item or items based on the unit price stated in the Bid. No amendment shall be effective until it has been approved by the Awarding Public Agency. (Amendments are not subject to the percent of contract cost limits set in the Oklahoma Competitive Bidding Act of 1974, as amended.)

“Change Order” shall mean a modification of a lump sum contract or a contract bid on a unit price basis where a unit price has not been established for a particular item or items of Work. The change order may authorize an addition, deletion or revision in the Project or an adjustment of the contract price or the contract time. However, the cumulative amount of change orders shall not exceed the limit established by State law. No change order shall become effective until it has first been approved by the Awarding Public Agency.

8. Pre-Work Conference. The Awarding Public Agency shall hold a pre-work conference. The Contractor or his designee must attend the conference. The Contractor's superintendent and subcontractor(s) may attend. The Engineer or designee and any consultant for the Project will attend for the Awarding Public Agency. The conference will be conducted at a time and place established by the OIA Project Manager.

9. Contractor's Responsibility for the Work. Until formal written acceptance by the Awarding Public Agency, the Project shall be under the charge and care of the Contractor. The Contractor shall take every necessary precaution to prevent injury or damage to the Project or any part thereof by the action of the elements or any other cause whatsoever, whether arising from the execution or non-execution of the Work. The Contractor shall at his own expense rebuild, repair, restore, and make good all injuries or damage to any portion of the Project occasioned by any of the forgoing causes before formal acceptance of the Project by the Awarding Public Agency.

10. Inspection. The OIA Project Manager and Engineer and their representatives shall at all times have access to the Project. Contractor will provide proper and safe access for inspection. The Awarding Public Agency may maintain inspectors on the Project site for the purpose of inspecting materials, workmanship and conditions of Work and equipment. The Contractor shall provide proper and safe access for all inspections required by the City of Oklahoma City Standard Specifications for Construction of Public Improvements and Technical Codes and any other inspections required by City, Federal, or State laws or regulations.

Contractor shall notify the Awarding Public Agency's Inspector twenty-four (24) hours prior to pouring concrete and at any other times required in the Bidding Documents. Contractor shall notify the Awarding Public Agency's Inspector twenty-four (24) hours prior to performing Work relating to exposing, supporting, adjusting, connecting or relocating waterlines. Inspection services will be provided by the Engineer, contact Will Nedbalek at 405-508-5438 to coordinate inspection.

It is the Contractor's responsibility to arrange for and have conducted any and all inspections required by the City of Oklahoma City's Building, Plumbing, Electrical, Mechanical, Fire, and Zoning Codes and to comply with all the provisions of said Codes.

11. Testing. The Engineer will provide a test schedule for the Project and shall designate which samples must be taken or tests be conducted and which must be taken or conducted in the presence of an inspector. The Engineer may require such additional tests as necessary to the proper construction of the project. All tests will be made in accordance with the appropriate specifications. The Contractor shall provide such facilities as the Engineer or designee may require for collecting and forwarding samples. All tests shall be made at a laboratory designated by the Awarding Public Agency and at the expense of the Awarding Public Agency.

12. Payment and Retainage. Partial payments shall be made based on the Work timely completed and in accordance with the Contract and the submission of the required documents. Five percent (5%) of all partial payments due shall be withheld as retainage until the project is completed in excess of fifty percent (50%). The retainage shall be reduced to two and one-half percent (2.5%) of the amount earned to date once the public agency has determined that satisfactory progress has been made.

Applications for payment shall be made upon the forms provided by the Awarding Public Agency or photocopies thereof and such forms must be properly completed, signed and notarized. Applications for payments shall have attached thereto the Contractor's invoice and other supporting detail. Contractor must supply invoices for any stored materials for which payment is claimed.

13. Closing a Street. Streets or lanes of streets in the construction zone may be closed only upon the prior approval of the City Engineer or designee. Should a street closing be approved, the Contractor is responsible for notifying the following at least twenty-four (24) hours in advance of the closing. [Notification by email at workzones@okc.gov is preferred.](mailto:workzones@okc.gov)

14. Detours. The City Engineer or designee shall first approve all detour routes while streets are closed during construction. The Contractor must sign and maintain all detour routes and the signs and devices must be in conformance with the requirements of the "Manual on Uniform Traffic Devices."

15. Barricades and Warning Signs. Where Work is carried on in, or adjacent to, any street, alley or public place, the Contractor shall, at his own expense, furnish, erect and maintain such barricades, fences, lights, warning signs and danger signals and shall provide such watchmen and take such other precautionary measures for the protection of persons or property and of the work

as may be necessary. In addition, a sufficient number of barricades shall be erected to keep pedestrians and vehicles from entering on or into any work zone(s). From sunset to sunrise, the Contractor shall furnish and maintain at least one light on each barricade. All devices shall be in conformance with the "Manual on Uniform Traffic Control Devices." The Contractor shall provide an "after hours" phone number to the City of Oklahoma City's Emergency Operations Center and to the Field Services Division to be used for notification to the Contractor of the need to repair signs, barricades or other warning or control devices. Failure to comply with these requirements may result in the issuance of a Stop Work Order to remain in effect until the deficiencies are corrected. The issuance of a Stop Work Order shall not act to defer or suspend the calendar days or alter the calendar date specified for project completion and the Contractor shall not be intitled to any additional or different compensation thereby.

16. Final Cleaning Up. Upon completion of the Project and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the Project surplus and discarded materials, temporary structures, barricades and other warning devices, stumps and portions of trees and debris of any kind. The Contractor shall leave the site or the Project in a neat and orderly condition. Waste materials removed from the site of the Project shall be disposed of at locations satisfactory to the Engineer and which are in compliance with Federal, State and City of Oklahoma City requirements.

17. Insurance and Indemnity. The Contractor shall obtain and maintain insurance coverage as provided below. The required insurance shall be maintained in full force and effect until completion and formal acceptance by the Awarding Public Agency of the Project. The Contractor must provide, pay for, and maintain insurance, written with an insurance company acceptable to the Awarding Public Agency, for the coverage and amounts of coverage not less than those set forth below. All insurance must be from responsible insurance companies eligible to do business in the state of Oklahoma. The requirements provided below are designed to meet the minimum insurance coverage of the Awarding Public Agency. The Contractor shall be solely responsible for the sufficiency of its own insurance program.

All liability policies (except worker's compensation insurance) must name the City and Oklahoma Industries Authority, as additional insureds without reservation or restriction. All liability policies must provide that with respect to claims involving any insured, each such interest shall be deemed separate for any and all other interest herein and coverage shall apply as though each such interest was separately insured. A no claims made insurance coverage or policy may be accepted; however if any insurance is written in a "claims-made" form, the Contractor must also provide tail coverage that extends a minimum of one year from the expiration of the Contract.

Any deductibles or self-insured retentions in excess of \$25,000, or any scheme other than a fully insured coverage of general liability, automobile liability and/or employer's liability must be requested by the Contractor and formally approved in advance by the Awarding Public Agency. At the option of the Awarding Public Agency, approval of deductibles or self-insured retention may be conditioned upon: (1) the Contractor must require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the Awarding Public Agency; or (2) the Contractor must procure a irrevocable letter of credit naming the Awarding Public Agency as a loss payee or bond guaranteeing payment of the losses and related investigations, claim

administration and defense expenses not otherwise covered by the Contractor's insurance because of deductibles or self-insurance retentions; or (3) the Contractor must provide owner's protection liability coverage with the Awarding Public Agency and all other parties to the Contract and parties participating in the Project or Program, each as the named insured, for the commercial general liability requirement, in a combined single-limit bodily injury and property damage amount of One Million Dollars (\$1,000,000.00). However, the Awarding Public Agency is not required to approve any deductibles or self-insured retentions.

The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on the form furnished by the Awarding Public Agency or on forms approved by the Oklahoma Insurance Commissioner. The Contractor shall furnish to the Project Manager current copies of Certificate of Insurance required below with its signed Contract and Bonds. The certificates must include the Project number and Project description. The certificates must also be signed by the authorized representative of the insurance company(s) and must be accompanied by proof that the person signing is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies and endorsements providing the required insurance coverage shall be provided to the Awarding Public Agency on a timely basis if requested by the Project Manager. The required insurance coverage and policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

In the event of a reduction in any aggregate insurance coverage or limits below the coverage required, the Contractor shall take immediate steps to have the full amount of the required insurance coverage reinstated. If at any time the Awarding Public Agency requests a written statement from the insurance company(s) as to any impairment to the aggregate coverage or limits, the Contractor hereby agrees to promptly authorize and have delivered to the Awarding Public Agency such statement. The Contractor shall remove or cover any impairment to insurance coverage as soon as known to it. The Contractor authorizes the Awarding Public Agency to confirm with the Contractor's insurance agents, brokers, surety and/or insurance carriers all information necessary to confirm or evidence the Contractor's compliance with bonding and insurance requirements. The Contractor's insurance coverage shall be primary to any insurance or self-insurance program carried by the Awarding Public Agency.

There may be no termination, non-renewal or modification of such insurance coverage or policy without at least thirty (30) days prior written notice to the Awarding Public Agency, in conformance with the provisions of the Contract. Any notification of cancellation, termination, non-renewal or modification must be submitted to the Project Manager and shall include the Project Number in the reference line. The Contractor must provide a covenant from the insurance agent that the insurance agent will provide the Awarding Public Agency and any participating public trust with such thirty (30) days advanced written notice as described above. No notice to proceed, Work Order, occupancy of the premises, or payment for any Work shall be provided unless and until the required insurance policy and coverage have been obtained and certificates of insurance are provided and insurance coverage is in effect.

The minimum amounts of such insurance policy and continuing coverage shall be:

Worker's Compensation and Employer's Liability Insurance. The Contractor shall maintain, during the term of the Contract, Worker's Compensation Insurance as prescribed by the laws of the state of Oklahoma and Employer's Liability Insurance for all its, employees employed at the site of the Project, and in case any Work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Contractor. In the event any class of employees engaged in Work performed under the Contract or at the site of the Project is not protected under such insurance heretofore mentioned, the Contractor shall provide and shall cause each subcontractor to provide adequate, Worker's Compensation and Employer's Liability insurance for the protection of the employees not otherwise protected.

Commercial General Liability Insurance. The Contractor shall provide and maintain commercial general liability insurance coverage not less than the greater of the following amounts: (1) \$1,000,000; (2) the maximum cumulative liability of the City and Awarding Public Agency, all parties to this Contract, and any public trust participating in the Project under the Governmental Tort Claims Act (51 O.S. § 151 *et seq.*) and any amendment or addition thereto; or (3) the minimum amount required by the Contractor's prequalification classification. The current required minimum commercial general liability coverage for each entity under the Governmental Tort Claims Act (GTCA) is \$175,000 per person for bodily injury or death, \$25,000 for property damage and \$1,000,000 for any number of claims arising out of a single accident or occurrence.

Automobile Liability Insurance. The Contractor shall provide and maintain comprehensive automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles not less than the greater of the following amounts: (1) \$1,000,000; (2) the maximum cumulative liability of the City and Awarding Public Agency, all parties to this Contract, and any public trust participating in the Project under the Governmental Tort Claims Act (51 O.S. § 151 *et seq.*) and any amendment or addition thereto; or (3) the minimum amount required by the Contractor's prequalification classification. The current required minimum commercial general liability coverage for each entity under the GTCA is \$175,000 per person for bodily injury or death, \$25,000 for property damage and \$1,000,000 for any number of claims arising out of a single accident or occurrence.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation or termination of this Contract. All policies, unless specified otherwise, shall remain in full force and effect during this Contract, during the construction of the Project, and for a period of two (2) years after the final, formal acceptance of this Project by the Awarding Public Agency.

The lapse of any of the insurance policy or coverage required by the Contract is a breach of the Contract. The Awarding Public Agency may at its option suspend the Contract until there is full compliance with this paragraph, or may cancel or terminate the Contract and seek damages for the breach of the Contract. The remedies in this paragraph shall not be deemed to waive or release any remedy available to the Awarding Public Agency. The Awarding Public Agency expressly reserves the right to pursue and enforce any other cause or remedy in equity or at law.

Nothing in this provision defines or limits the responsibilities and duties of the Contractor under any other provision of the Contract, including but not limited to any indemnification provision. Nothing in this insurance provision shall define or limit the rights of the Awarding Public Agency or any party to the Contract or any public trust participating in the Project under any other provision of the Contract, including but not limited to any indemnification provision.

On all building projects the successful bidder will provide Builder's Risk Insurance (all risk coverage for building or facility construction and renovation projects). The Contractor shall procure and shall maintain, during the term of the Contract, builder's risk insurance (broad form coverage, including theft, fire coverage on building construction or renovation) in the amount of one hundred percent (100%) of the construction cost. Such insurance shall remain in effect until 11:59 p.m. on the date of final acceptance of the entire fully completed Project by formal action of the Awarding Public Agency, whether or not the Project is substantially completed or whether or not the building or some part thereof is occupied in any manner prior to final formal acceptance. The Contractor shall be named as insured and the City and Awarding Public Agency and its beneficiary trusts (as their interests may appear) shall be named as additional insureds. The coverage shall provide protection for the Contractor, the City and Awarding Public Agency, and any participating public trust, respectively, against property damage and damage claims which may arise from activities, omissions, or operations by the Contractor or its subcontractors under the Contract and also against any of the special hazards which may be encountered by the Contractor or its subcontractors in the performance of the Contract. Neither the Contractor nor any of its subcontractors, employees, or agents shall commit any act, operation, or omission that would vitiate, invalidate, or impair the insurance coverage hereunder. The insurance coverage must also include all stored materials, supplies, and equipment when stored off site.

18. Bonds. As required by and in accordance with the Bidding Documents the successful Bidder shall furnish bonds. The Bonds must be submitted on the forms, or photocopies thereof, provided in the Bidding Documents. All Bonds must be provided by a Surety authorized to do business in the State of Oklahoma. The Bonds are Performance Bond, Statutory Bond, Maintenance Bond and, whenever applicable, Defect Bond, and are particularly described in the Standard Specifications.

18.1. Performance Bond. A properly executed Performance Bond in favor of the Awarding Public Agency on the form provided in the Bidding Documents must be submitted with the Contract. Generally, the Performance Bond shall guarantee the Contractor's full and faithful execution of the Project and performance of the Contract in accordance with the Contract, and any Change Order or Amendment to the Contract, and provide for the protection of the Awarding Public Agency and all property owners against any damage by reason of acts or omissions of the Contractor or the improper execution of the Project or the use of inferior materials.

18.2 Statutory Bond. A properly executed Statutory Bond on the form provided in the Bidding Documents must be submitted with the Contract. The Statutory Bond shall provide that the Contractor will make payment for all labor, materials and equipment used in the construction of the Project. The Statutory Bond shall be made in favor of the State of Oklahoma and subcontractors, and all suppliers of labor, material, rented machinery or equipment, and repair of

and parts for equipment used or consumed in the performance of the Contract.

18.3 Maintenance Bond. A properly executed Maintenance Bond on the form provided in the Bidding Documents must be submitted with the Contract. The Maintenance Bond shall be in favor of the Awarding Public Agency and shall be for the extent of the maintenance period notated in the Notice to Bidders.

18.4. Defect Bond. If applicable, a properly executed Defect Bond on the form provided in the Bidding Documents must be submitted with the Contract. The Defect Bond shall be in favor of the Awarding Public Agency and the term shall be the same duration as the Maintenance Bond. The Defect Bond will be in an amount equal to one hundred percent (100%) of the Contract amount for the term of the Bond. The Contractor will provide a properly executed Defect Bond provided by a surety authorized to do business in the State of Oklahoma if the Contractor has not complied with the provision 1, 2, 3, or 4 below:

18.4.1 The Contractor has not shown proof of his intentions to perform and maintain for the specified period of maintenance bond tenure, by establishing within a forty (40) mile radius of the office of the City Engineer, 420 W. Main Street, Oklahoma City, Oklahoma, a business address (as defined in the Oklahoma City Municipal Code) with a telephone (staffed by competent employees approved by the City Engineer under who supervision the work will be performed), and a yard (as defined in the Oklahoma City Municipal Code) equipped with sufficient necessary equipment available 24 hours-a-day to perform and maintain all classes of work for which the Contractor is pre-qualified to bid. This office and yard as equipped shall have been established prior to the time the applicant submits his application for qualification; or,

18.4.2. Contractor opting to have the Awarding Public Agency retain a sum equal to 15% of the total Contract amount for the extent of the Maintenance Bond period (said funds may be used by the Awarding Public Agency to insure compliance with the maintenance obligations of the Awarding Public Agency); or

18.4.3 Contractor opting to provide a properly executed Defect Bond on a form provided by the Awarding Public Agency and issued by a surety authorized to do business in the state of Oklahoma; or

18.4.4 Contractor acting in a joint venture with a Pre-qualified person which meets the requirements of the City Prequalification Review Board Policy Joint Ventures.

The Defect Bond guarantees the Contractor shall timely repair any defect and maintain or provide for the timely maintenance of any repair on the Project for a specified term. The term of the Defect Bond shall be as provided in the Bidding Documents and in an amount equal to one hundred percent (100%) of the Contract amount. The Defect Bond shall be made in favor of the Awarding Public Agency.

19. Time of Completion. Work on the Project shall commence immediately following the Work Order with and estimated Completion Date. In the event that the Awarding Public Agency gives a Work Order past the date established in the Notice to Bidders the Awarding Public Agency

may change the Completion Date accordingly. The rate of progress shall be such that the whole Project will be performed in accordance with the Contract Documents, Plans, Specifications and approved Change Orders and Amendments and the premises be cleaned within the time stated herein, unless an Extension of Completion Date is approved by the Engineer in the manner hereinafter specified.

19.1 Flex Start. The Contractor may submit a written request for up to a sixty (60) day Flex Start date prior to Award of Contract. If the request is granted by the OIA Project Manager, the Completion Date will be adjusted by Change Order in accordance with the Standard Specifications for Construction of Public Improvements. Flex Start will begin on the date of Award of Contract.

19.2 Extension of Completion Date. The Contractor may request an extension in time when a delay occurs which is beyond the Contractor's control. A claim for such extension must be submitted to the OIA Project Manager in writing by the Contractor within seven (7) days from and after the time when the alleged cause of delay occurred.

If lost weather days are the basis for a claim for extension of the completion date, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the construction activities occurring on the critical path of the construction schedule.

Any Extension of Completion Date for lost weather days will only be approved for time only, no additional charges, costs or compensation, in any amount, for the contractor or subcontractors will be considered.

If the satisfactory execution and completion of the Contract should require work or materials in greater amount or quantities than those set forth in the Contract, then the Contract time may be increased.

In adjusting the time for completion of the Project, all strikes, lockouts, unusual delays in transportation or any condition over which the Contractor has no control unless and except delays by a subcontractor deemed to be within the control of the Contractor and any suspensions of activities ordered by the Engineer for causes not the fault of the Contractor shall be excluded from the computation of the Contract time for the completion of the Project. No allowance shall be made for delays or suspensions of the prosecution of the Project due to the fault of the Contractor.

19.3 Construction Schedule. The Contractor shall perform construction scheduling and phasing/sequencing required to perform the Project as indicated in the Contract Documents. The Contractor shall develop the Construction Schedule for the Project in order to establish a chronological and logical order for the scheduling of construction and related activities. The schedule shall graphically illustrate a series of activities including project start, description of project activities, relationships and time required for completion. The maximum duration for any single activity shall not exceed thirty (30) days.

The schedule must establish the critical path for completion of the Project from the Work Order through Final Acceptance of the Project. The Contractor shall provide a preliminary schedule and

a final schedule of the Project for review by the Engineer.

Within fourteen (14) calendar days following the Pre-Work meeting, the Contractor shall submit the Construction Schedule indicating a comprehensive overview of the Project including all critical activities necessary to complete the Project. The OIA Project Manager and Engineer will consider acceptance of the Construction Schedule once the Contractor has incorporated all comments.

The Construction Schedule must be updated monthly and submitted with each request for payment. Claims for payment for work performed will not be processed until the monthly updated schedule is received. Any significant change to the project sequencing must be submitted for acceptance by the OIA Project Manager and Engineer.

The number of lost days the Contractor should expect during an average year for exterior weather sensitive activities has been determined. The figures are based on the number of days each month that receive precipitation greater than one-half-inch (½-inch) and/or snowfall over one-inch (1-inch). No days have been included for drying time, below freezing temperatures or temperatures below what is specified for the placement of materials. The number of lost days shall be reconciled by the Engineer as requested by the Contractor at the end of each month.

Days	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Lost	8	7	5	3	3	3	2	2	2	3	4	7

The lost weather days shall be included in the Construction Schedule for the normal five-day work week (excluding weekends and holidays) for the duration of the Project. Weather days exceeding lost days may be submitted for approval to the Engineer, which may extend the completion date for the Project. Refer to the Standard Specifications for Construction of Public Improvements.

Construction Schedule float is defined as the amount of time an activity can slip past its duration without delaying the overall Project. Float is not owned by the Contractor. The use of float by the Awarding Public Agency or any other parties shall not be deemed as justification for an extension of time on the Project or cause delay to the Contractor in completing the Project.

19.4 Conformance to Schedule. The Contractor shall conform to all submitted and accepted Construction Schedules. In the event that a Construction Schedule has not been accepted by the OIA Project Manager and Engineer, the most recently submitted or accepted Construction Schedule shall be utilized in planning Project activities. The Awarding Public Agency shall not be responsible for any delays to the Project or changes to the Construction Schedule in the absence of an accepted Construction Schedule.

In the event that the Contractor is not able to conform to the latest submitted or accepted Construction Schedule, a Recovery Schedule shall be developed and submitted with the next monthly schedule update. The Recovery Schedule shall be considered a revision to the Construction Schedule that must be approved by the OIA Project Manager. The Recovery Schedule must show completion of the Project within the time allowed on the Project unless the OIA Project Manager grants an extension of time.

19.5. Substantial Completion: A Project is considered substantially complete when the following items have been performed.

19.5.1 The Project and/or designated phases of construction, as identified in the Contract Documents, is functionally complete and can be fully utilized for the intended purpose including any field changes, substitutions, change orders, amendments, and agreement of quantities approved in accordance with Standard Specification section 108.03.

19.5.2 A Substantial Completion Walk-through has been performed and a list of incomplete or defective Work has been identified, itemized and included on the Punch List.

19.5.4 Contractor will submit final quantities and as-built drawings to Engineer for processing.

19.5.4 The Engineer will issue a letter of Substantial Completion.

19.6 Completion of Punch List. When a Project is declared Substantially Complete, the Contractor must complete the Punch List within thirty (30) Calendar days. Liquidated damages will be assessed for each day beyond the thirty (30) Calendar days in accordance with 111.09 of the Standard Specifications. Extension of the thirty (30) Calendar days to complete the Punch List due to adverse weather conditions is limited to actual lost days.

19.7 Final Acceptance. Prior to final acceptance and release of retainage by the Awarding Public Agency the following must be complete:

19.7.1 A final walk-through has been performed verifying all items are complete.

19.7.2 A directory containing the firm name of each subcontractor and material supplier on the Project, subcontractor's and material suppliers address, telephone number, and representative to contact for repair and/or maintenance.

19.8 Time is of the Essence

Both the Awarding Public Agency and the Contractor expressly agree that time is of the essence with respect to this Project. Progress and completion of construction in a timely manner is necessary to limit inconvenience and improve safety to the public.

19.9 Interruption of Work

Once construction operations commence within the Project limits, Work shall continue on each available Work Day (as defined in Section 111.06 of the Standard Specification) without interruption until the Project is substantially completed. The use of the term Work Day does not change a Project to a Working Day Project.

Non-performance of Work on available Working Days (not related to weather conditions and without prior written authorization from the OIA Project Manager) will result in the assessment of Liquidated Damages on each occurrence for any interruption of Work in excess of three (3) consecutive days, in accordance with the Standard Specification or the Bidding Documents for the

Project. This assessment will be in addition to any Liquidated Damages which may or may not be due the Awarding Public Agency for non-completion of the Project prior to the specified Completion Date.

20. Verification and Inspection of Payroll Records. The Contractor shall keep weekly records; permits inspection of records; and certify and provide copies of payroll records and contracts and subcontracts. Example forms are available from the Public Works Department for the convenience of the Contractor.

21. **Prequalification Required.** For the Project, Contractor must be Prequalified as listed by the Prequalification Review Board in accordance with The City of Oklahoma City Ordinance No. 26,614 approved by City Council on December 8, 2020. The Prequalification areas acceptable for the Project are identified in the Notice to Bidders. In the case of a joint venture, each of the participating organizations in the joint venture must be prequalified in the area identified in the Notice to Bidders.

22. Construction Stakes and Survey. The Engineer shall furnish the Contractor with permanent horizontal and vertical alignment points for field control throughout the Project limits. Permanent benchmarks shall be provided within two hundred (200) feet of the beginning and end of the Project.

All other horizontal or vertical controls not specifically noted, but required for proper completion of the Project, shall be provided by the Contractor. The Contractor shall furnish staking unless otherwise provided in the Bidding Documents. If there is not a Bid line item for payment on Construction Stakes and Surveying, paragraphs 23.8, 23.9 and 23.10. are not applicable.

22.1 Construction staking shall consist of furnishing, placing and maintaining construction stakes or marks as necessary to establish lines and grades required for completion of the Project.

22.2 Field control shall be provided by the Engineer prior to the Work commencing. The Contractor shall exercise care in the preservation of previously placed stakes and benchmarks and shall have them reset at the Contractor's expense when damaged, lost, displaced or removed. Bridge centerline, horizontal, and vertical control shall be set by the Engineer.

22.3 The Contractor shall use personnel and equipment suitable for all construction staking required. The Contractor shall provide all necessary stakes such as: offset, reference point, slope, pavement, curb line and grading stakes. Stakes for bridges, sewers, water lines, drainage facilities, gutter line, culverts, and other structures shall be provided to ensure correct layout of the Work. Stakes for line and grade shall be adequate to maintain the required tolerances for the Work. The station number and distance from the centerline of construction shall be marked on all grade stakes.

22.4 When grading quantities are to be paid by field measure, the Contractor shall furnish both original and final cross section field notes. Field notes shall be the basis of partial payments for work completed. Final field measured quantities shall be paid according to survey field notes. Where discrepancies occur, the decision of the OIA Project Manager and Engineer are final.

23.6 The Contractor shall, upon request by the Engineer, provide daily survey notes and cut sheets to assist the Engineer in checking correctness of the construction staking. When significant errors occur, the Contractor shall re-survey to the satisfaction of the Engineer. The Contractor shall provide, at the Contractor's expense, proper and safe access for checking the construction staking. Any inspection or verification by the Engineer shall not relieve the Contractor of responsibility for the correctness of the total Work to be performed.

23.7 The Contractor shall notify the OIA Project Manager and Engineer when plan errors require deviations from the specified elevations or horizontal locations.

23.8 Measurement for construction staking shall be based on estimated Work completed.

23.9 Payment for construction staking shall be lump sum, which shall be full compensation for furnishing all materials, equipment, labor and incidentals necessary to complete the Project as specified.

23.10 Partial payments for lump sum Contracts shall follow the schedule below:

25% of lump sum	on first estimate
50% of lump sum	on 10 percent complete Project and Original Survey Record submitted to date
75% of lump sum	on 50 percent complete Project and Original Survey Record submitted to date
95% of lump sum	on 75 percent complete Project and Original Survey Record submitted to date
100 percent	when all field books and records are furnished to the Engineer

24. Storm Water Construction Activities Permit

In order for the Oklahoma Industries Authority to remain in compliance with the Environmental Protection Agency (EPA), Oklahoma Department of Environmental Quality (ODEQ) regulations, and maintain its own NPDES permit, the Awarding Public Agency must ensure all construction activities within its corporate boundaries are in compliance under the following regulations:

Environmental Protection Agency
Code of Federal Regulations (40 CFR, Part 122)
Clean Water Act
Oklahoma Department of Environmental Quality
Oklahoma Pollutant Discharge Elimination System Act (OPDES) 27A O.S. 2-6-201
ODEQ General Permit OKR10
City of Oklahoma City
Oklahoma City Municipal Code

A copy of the City's Best Management Practices Manual can be downloaded at

<http://www.okc.gov/pw/storm.html> or a copy can be picked up at the City of Oklahoma City's City Clerk's Office, 200 N. Walker, 2nd Floor, Oklahoma City, Oklahoma 73102.

As a part of the Project the Contractor will be required to submit a completed Notice of Intent (NOI), a Storm Water Pollution Prevention Plan (SWPPP) and an Erosion Control Site Plan for permitting purposes. The Contractor shall be required to follow the plans as submitted and approved at all times during construction of the Project. Along with the above stated items the Contractor shall also provide a check payable to the Awarding Public Agency in an amount required by the Project. This permit must be issued before the Contractor will be allowed to obtain the building/construction permit. Permits issued may be renewed annually upon filing of a renewal application and payment of permit fee, provided that the applicant's activity, and the location where it is carried on are the same as originally permitted. In addition, the application for renewal shall be subject to all the requirements pertaining to original permit. (Oklahoma City Municipal Code 48-33)

The following note shall be on every plan submitted to the Awarding Public Agency:

Construction activities that result in land disturbance of equal to or greater than one (1) acre, or less than one (1) acre if they are part of a larger common plan of development or sale that totals at least one (1) acre must also obtain a permit from ODEQ (form 605-002a) for Storm Water Discharge from Construction Activities. This means that land disturbing of one (1) acre or more must permit with ODEQ and the City of Oklahoma City, Storm Water Quality.

25. Lowest and best responsible bidder will be determined by the sum of the Base Bid and such alternates accepted by the Awarding Public Agency at its discretion. The Awarding Public Agency reserves the right to award all, some, or none of the alternates.

SPECIAL TECHNICAL PROVISIONS – WATER

WA-2023-00056 /ARP-23-0010-DPG

OKC 577 Water Main Installation

I-240 Service Road from N Eastern Avenue to N Bryant Avenue

1. SCOPE:

The Work herein contemplated consists of furnishing all labor, materials, equipment, transportation, and incidentals necessary and required for the complete installation of mains and appurtenances. This will include but is not limited to the following major items and appurtenances.

- (1) Water Main Installation
- (2) Connection to Existing Main(s)
- (3) Activation of New Main and Appurtenances, Chlorination and Testing
- (4) Transfer of Services
- (5) Cut and Plug Existing Mains
- (6) Street and Driveway Repair
- (7) Right-of-Way Restoration and Cleanup
- (8) Provide “As-Built” Plans with GPS As Built Survey

2. PREBID CONFERENCE:

A Pre-bid Conference will be held on the date specified in Notice to Bidders.

3. BIDDERS PRE-QUALIFICATION:

For this Water Project, the Contractor must be listed by the Contractor’s Prequalification Board as specified in the Notice to Bidders.

The Contractor must obtain all licenses and permits required by The City of Oklahoma City, State and federal regulations and laws.

4. BIDDERS’ INSPECTION OF THE PROJECT SITE:

All bidders must examine the Project location and be informed about the condition affecting the Work prior to submittal of their bids.

5. CONTRACTORS RESPONSIBILITY FOR TIMELY AND FULLY PROVIDING THE PROJECT AND ALL WORK AT BID PRICE(s)

The provision of this Special Provision are complementary to the Standard Specifications for Construction of Public Improvements and only supersedes and takes precedence over

any provision in the Standard Specifications for Construction of Public Improvements which conflict with or diminish the effect of this Special Provision.

The Contractor is solely responsible for securing the timely purchase and provision of all materials and equipment. The Contractor must contract, in writing, with subcontractors, and with material and equipment suppliers for the timely manufacture, supply, and delivery of all materials and supplies. It is the duty of the Contractor as part of its bidding process and as part of calculating its bid to identify and select subcontractors and material and equipment suppliers that can and will timely and fully perform the Work. It is the responsibility of the Contractor to include any risk of delay and of cost increases in its bid. Submission of a bid is a statement by the Contractor that the Contractor has contracted for firm fixed prices from subcontractors and for the material and equipment necessary for the Project. It is the duty of the Contractor to negotiate and enforce a fixed price contract with subcontractors and with material and equipment suppliers and to enforce timely delivery. The OIA will not pay any additional compensation for changes in prices of materials or equipment nor grant additional time for delays in provision of materials or equipment based upon claims of force majeure or supplier nonperformance or delay. The OIA will not be responsible for paying any additional compensation for delays caused by or claimed by Contractor's or its subcontractors or suppliers. If Contractor cannot submit a bid that includes firm fixed prices and timely delivery from its subcontractors and suppliers, then the Contractor should not bid as a bid will be deemed an admission and a statement by the Contractor that Contractor and its chosen subcontractors and suppliers can fully and timely perform for the bid price.

6. QUANTITIES

The Contractor or his authorized representative must at the end of each work day establish and agree with the Inspector the amount of the quantities which cannot be measured when the job is completed. These quantities will be entered in the Inspector's daily report and shall be the basis for the final quantities estimate.

7. MEASUREMENT AND PAYMENT – UNIT BID PAY ITEMS

The quantities shown for unit bid pay items are estimated and are for the purpose of comparing bids. The OIA reserves the right to direct that additional or reduced quantities of any Bid Item be furnished. Contractor will be paid at the unit bid pay item price for actual quantities installed in accordance with the direction of the Engineer. The OIA is not obligated to use the total quantities listed of the unit bid pay items listed in the Bid Form. The OIA may request deletion or reduction of all or any portion of the quantities estimated in the respective Bid Items. The Contractor shall not be entitled to payments for these items unless specifically authorized in writing by the Engineer. The Contractor agrees that it will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of materials, equipment, or Work actually performed or for the estimated amounts thereof.

8. INCIDENTAL WORK

Any item not covered in the Specifications or these Special Provisions and **NOT** shown in the summary of quantities shall be considered as incidental construction for which the Contractor is responsible and will not receive additional payment.

9. WATER CONSERVATION

On April 30, 2013, The City of Oklahoma City adopted a resolution establishing a permanent mandatory water conservation program restricting watering to every other day with properties with odd numbered addresses being permitted to water only on odd numbered days and properties with even numbered addresses being permitted to water only on even numbered days. These conservation restrictions are applicable to this project and Contractors just as they are applicable to Oklahoma City citizens. See details at <http://www.squeezeeverydrop.com/>

Provided, however, The City of Oklahoma City also set up a variance program for new landscaping. Contractor will be responsible for timely obtaining and, if and as granted, for compliance with the variance program requirements. See details at <https://okc.gov/departments/utilities/squeeze-every-drop/water-conservation-program/variance-program> Failure to comply with the conditions and requirements of the mandatory water conservation restrictions or the variance may result in the receipt of a citation and/or the revocation of the variance.

10. SUPERVISION

Notwithstanding any requirement to perform work for the Project, subcontractors will not be recognized by the OIA. The Contractor shall at all times when Work is in progress be represented at the project site of the Work either in person or by a qualified and approved superintendent who shall be in direct charge of all operations on the Contract.

11. PROJECT SCHEDULE

The Contractor shall furnish the Engineer with a Project Schedule, in Microsoft Project, Primavera, or any other format approved by the Engineer, setting forth in detail the procedure it proposes to follow, and giving the dates on which it expects to start and to complete separate portions of the Work. If at any time, in the opinion of the Engineer, proper progress is not being maintained, the Contractor may make such changes in the schedule of operations which will satisfy the Engineer that the Work will be completed within the period stated in the Specifications, or extension thereof made as herein provided. The schedule must be updated monthly by the Contractor, with each Contractor invoice and submitted to the Engineer for review and approval. Failure to provide monthly updates to the schedule will result in a delay of processing the Monthly Pay Estimate until the update is received, reviewed and accepted.

12. SCHEDULE OF OPERATIONS:

A complete schedule of material and equipment delivery and operations shall be submitted to the Engineer by the Contractor before beginning any Work. The Engineer will coordinate all operations and the Contractor hereby agrees to give his full cooperation.

13. WORK PERMITS

No Work shall begin until all licenses and permits have been obtained. Permits to include but not limited to the following:

- A. Work Zone Permit
Oklahoma City Public Works
Traffic Management Division
420 W. Main, Suite 600
Oklahoma City, OK 73102
Ph: 405.297.2531

- B. Storm Water Quality Permit
Oklahoma City Public Works
Storm Water Quality Division
420 W. Main, Suite 700
Oklahoma City, OK 73102
Ph: 405.297.1774

- C. ODEQ permit(s) – if required
Oklahoma Department of Environmental Quality
Water Quality Division
706 N. Robison Ave
Oklahoma City, OK 73102
Ph: 405.702.8100

All applicable permits must be closed as a condition of Final Acceptance, including but not limited to obtaining the Certificate of Occupancy

14. STORM WATER EROSION AND SEDIMENT CONTROL PROCEDURES

The Contractor is required to file a Notice of Intent (NOI) for Storm Water Discharges associated with construction activity to be covered under an OPDES Permit, OKC-SWQ Form C1, two (2) days prior to commencement of Work.

The Contractor is required to complete an NOI, Site Plan, and Storm Water Pollution Prevention Plan. Copies of forms and instructions may be obtained from:

Oklahoma City Public Works
Storm Water Quality Division
420 W. Main Street, Suite 700
Oklahoma City, OK 73102
Ph: 405.297.3542

15. TIME OF COMPLETION REPORTS AND CLAIMS PAYMENT PROCESSING:

All Uniform Vouchers and Invoices for this project shall be delivered to the following address for processing:

CEC Corporation
4555 West Memorial Road
Oklahoma City, OK 73142
Email: kyle.morse@connectcec.com

If electronically signed copies of the Uniform Vouchers and Invoices are submitted, please email them. If hard copies are submitted, please submit two (2) copies of Uniform Vouchers and Invoices.

16. TESTING:

- A. All tests must be in accordance with the appropriate specifications.
- B. All costs of conducting tests on materials which meet specification requirements will be paid by the OIA.
- C. All costs of conducting tests on materials which do not meet specification requirements will be deducted from Contractor's Uniform Vouchers and Invoices for cost reimbursement.

17. CORRECTION OF WORK AFTER FINAL PAYMENT:

Neither the final certificate nor payment nor any provision in the Contract Documents will relieve the Contractor of responsibility for defective materials or workmanship: and unless otherwise specified, Contractor must remedy any defects due thereto and pay for any damage to other work resulting therefore, which appears or is identified within a period of two (2) years from the date of formal acceptance by The City. The City will give notice of observed defects with reasonable promptness.

18. EXISTING UTILITIES

All known utilities have been shown on the plans. The Contractor must expose all utilities and verify their location and elevation with the Engineer. Any unknown utilities that are encountered must also be exposed and verified by the Contractor with the Engineer. No additional compensation or contract time will be provided for delays by exposing or verifying known or unknown utilities.

19. UTILITY VERIFICATION:

The Contractor is responsible for the actual field location of all existing utilities and any other facilities which may be in the vicinity of the Work and must notify the owners of said utilities and facilities of work in the area prior to commencement of the Work. The Contractor shall be solely responsible for any damage to any existing utilities and facilities caused by the construction.

20. UTILITY NOTIFICATION:

The Contractor must notify the owners of all existing utilities and facilities conflicts with the proposed construction before the commencement of the Work. The following utilities but not limited to, shall be notified:

Cox Cable (Engineering Department) – (405) 525-2771
AT & T - (405) 840-5032
Oklahoma Natural Gas Company – (405) 556-6411 or (405) 556-6401
Oklahoma Gas and Electric Company – (405) 553-5843
Utilities Department (405) 297-2422
Public Works (405) 297-2581

21. PUBLIC CONVENIENCES AND SAFETY:

Materials stored about the project site must be so placed and the Work shall at all times be so conducted as to cause no obstruction to the traveling public except as approved by The City Engineer in a Work Zone Permit. The Contractor must make provisions at all cross streets, highways, sidewalks, and private driveways for the free passage of vehicles and sidewalks, and private driveways for the free passage of vehicles and pedestrians, provided that, where bridging is impractical or unnecessary, in the opinion of The City Engineer, the Contractor must make arrangements satisfactory to The City Engineer for the diversion of traffic and must, at his own expense, provide all materials and perform all Work necessary for the construction and maintenance of such roadway and bridges for the diversion of traffic. The Contractor must notify the Fire Department headquarters, Post Office, and Solid Waste Department when any street is closed or obstructed that will disrupt services of these departments and functions. When directed by The City Engineer, the Contractor will keep any streets in condition for unobstructed use of fire apparatus.

22. PROTECTION OF EXISTING STRUCTURES:

The Contractor must provide all necessary sheeting, shoring, and other bracing and supports to protect existing structures, facilities and improvements adjacent to the construction. This Work and any expense or cost is incidental to the Work and Project, will not be paid for separately, and must be included by the Contractor in the unit bid pay item price for other items.

23. PROTECTION AND RESTORATION OF PROPERTY:

The Contractor may not enter upon private property for any purpose without first obtaining permission from the property owner. Contractor is responsible for the preservation of private property. Contractor will use every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavements, driveways, sidewalks etc. to all water, sewer, gas, or electric lines or appurtenances and to all other public or private property, facilities and improvements along within, or adjacent to the Work. The Contractor must notify the proper representatives of any public service or utility corporation and company, or any individual not less than twenty-four (24) hours in advance of any Work which may damage or interfere with the operation of such property, along, within, or adjacent to the Work. Contractor is responsible for all damage or injury to property, or any character resulting from an act, omission, neglect, or misconduct in the manner or method of executing the Work or Project. When and where any such direct or indirect damage or injury is done to public or private property due to an act, omission, neglect, or misconduct in the execution of Work or the non-execution of the Work or Project, the Contractor must restore at his expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, replacing, or restoring such property as may be directed or the Contractor must make good for such damage or injury by payment of damages or in an acceptable manner.

24. ADJUSTMENT OF EXISTING STRUCTURES:

The Contractor must make all necessary adjustments, alterations, relocating or resetting to the required grade and/or alignment of existing structures, facilities, improvements, equipment or appurtenances which are not to be removed or abandoned, in accordance with these Specifications and conformity with the lines, grades, elevations, and dimensions shown on the Plans or as may be established by the Engineer in a Change Order.

25. UTILITY ALTERATION:

When an Oklahoma City utility asset alteration is a part of the Work to be performed by the Contractor as a part of this Contract, such Work shall be done in conformity with the requirements of the Standard Specifications for new work of this type. The cost of any such alteration must be included by the Contractor in cost of other items, unless otherwise expressly shown in the Detailed Bid Form.

26. STORM SEWER PIPES

The cost of repair or re-laying of any storm sewer pipe encountered during construction shall not be paid for separately, unless otherwise specified and a detailed bid item has been established in the Detailed Bid Form. Such compensation shall be included in the cost of other items.

27. INSTRUCTION TO BIDDERS:

A. The Contractor must furnish the manufacturer's current production model of all equipment, available to the trade for a period of one year. Appurtenances and/or

accessories not herein mentioned, but necessary for operation or maintenance or to furnish a complete unit, ready for use upon delivery, must be included, and must conform to the best practice known to the trade in strength, quality of material and workmanship, and are subject to these Specifications in full. These Specifications establish a minimum performance and quality standards.

- B. The Contractor is responsible for corresponding with The City's Utilities Department engineering staff and utilities contractors at least seventy-two (72) hours prior to any existing water main or facility being shut-down to make a tie-in. The Contractor must also notify The City Utilities Department field employees who will operate all valves which require closing. The Contractor must give a minimum of seventy-two (72) hours written notice to all persons affected by shutdown of water mains or facilities. During the time water service is discontinued, a Field Inspector must be present on the Project site. The Contractor will use the method, equipment, and materials that will facilitate the quickest connection and restoration of water service. The Director of The City's Utilities Department reserves the right to set the timing of any proposed water main or facility shut-down. Contractor may be required to make connections or work during off-peak hours including, but not limited to, overnights and/or weekends, or 24 hours/day as may be necessary to minimize impacts. The Contractor must Work whatever hours are necessary to minimize the shutdown period at no additional cost to THE CITY.
- C. When using tapping sleeves or tapping saddles with the appropriate valves, all tapping operations are to be made in accordance with the recommendations of the pipe manufacturer involved. Tapping operations must be conducted in the presence of the Field Inspector.
- D. The Contractor is responsible for maintaining continuous access to all businesses and homes. The Contractor will repair or replace any driveway cut along the project site. If there is only one access point, a temporary access must be constructed. The Contractor will coordinate the driveway cut with the respective business or homeowner. This item shall be considered as incidental construction work and costs. The Contractor shall not receive additional payment or reimbursement, less an except where, all work at that location is bored
- E. The Contractor is responsible for the replacement or repair of traffic control devices damaged during construction. Additionally, the Contractor shall contact Traffic Operations at 405-297-2648 for signal conduit location a minimum of 72 hours prior to construction. This item shall be considered as incidental work and costs include in other work.

28. CONSTRUCTION ZONE CLEARING AND RESTORATION:

The Contractor must use every precaution necessary to prevent damage to all trees, shrubs, fences, sidewalks, driveways, pavement, etc. adjacent to the line of construction and outside the Project site. The Contractor must repair or replace all damaged property at

Contractor's own expense. Where sidewalks and paved driveways are to be removed and replaced, Contractor will be paid at the unit bid item price for such items. Gravel or dirt driveways must be restored to the equal or better than original condition and cost of same are incidental work which must not be paid for separately, but will be included by Contractor in unit bid item prices for other items. The removal of shrubs, hedges, bushes, fences, etc., and other obstructions not listed separately as a Contract Bid Item, will not be paid for directly as such, but are considered incidental work, and the cost will be included by Contractor in such contract unit bid item prices as are provided. Contractor is responsible for removing and resetting all existing fences, mailboxes, and clothesline poles in a condition equal to or better than those existing at the time of construction.

29. CLEAN-UP:

- A. Water main installation procedures require clean-up operations to follow excavation and construction a distance not to exceed three hundred (300') feet.
- B. Sodding, seeding, sprigging, and fertilizing operations will be accomplished following completion of water main installation. Sod will be preserved and replaced in areas where heavy sod existed prior to construction.
- C. The Contractor must backfill with compaction as provided herein. Compaction of trench backfill under landscaping must be 90% standard proctor density. Compaction of trench backfill under driveways, sidewalks, roadways, etc. must be to 95% standard proctor density. Test will be performed to assure density by a testing company assigned by The OIA. All failed tests will be deducted from the Contractor's Uniform Vouchers and Invoices.

30. ABANDONED WATER LINES:

All water lines that are to be abandoned in place must be cut to the nearest connection and either capped or plugged as required to provide a watertight connection. Water lines shall not be abandoned until all related improvements, connections, and services have been completed, tested, and approved. Cutting and dewatering of the waterline are considered incidental and costs of these items are to be included by Contractor in other bid items. Contractor is responsible for providing the appropriate plug or cap for the Work. When an existing valve is abandoned in a grassy area, the box is to be pulled and the top nut removed from the valve and the void from the box filled with soil and compacted level with the surrounding ground surface. When an existing valve is abandoned in a paved area, the valve box is to be filled with concrete. All materials, labor, tools, and equipment for valve abandonment are considered incidental and costs are included by Contractor in other unit bid item prices.

31. CONTROL OF THE WORK AND MATERIALS:

All Work shall be done under the supervision of the Engineer or Engineers Representative and to their satisfaction. The Engineer or Representative has the right to establish any

sequence or priority of operations for this Project. The Engineer or Representative will determine the amount of Work performed and if the quality of Work and materials furnished meet the Contract Documents. Engineer's or Representative's decisions and estimates are final.

32. DISINFECTION OF WATER MAIN:

The water main must be disinfected by the Contractor in accordance with the requirements of AWWA C651 (AWWA STANDARD FOR DISINFECTING WATER MAINS LATEST REVISIONS).

33. FLUSHING THE WATER MAIN:

The site for flushing must be selected by the Contractor subject to the approval of the Engineer or Representative and must include adequate provision for dechlorinating and drainage that does not discharge onto private property or The City storm drainage system without authorization and approval. Contractor must pay for all potable water used for flushing and such cost is considered incidental and the Contractor must include the cost in other unit bid item prices.

34. HYDROSTATIC TESTING:

The Contractor must perform hydrostatic testing in accordance with AWWA STANDARD ANSI/AWWA C600-87, EXCEPT AS MODIFIED HEREIN:

All newly laid pipe is subjected to the Hydrostatic Pressure Test of 150 psi against all new closed valves or all existing valves that have been approved by the Engineer or Representative. In case of any failed hydrostatic tests, Contractor must make necessary repairs and retest the line at no additional expense to OIA until the line has passed.

35. MATERIAL SPECIFICATIONS:

A. The Contractor must furnish Ductile Iron Pipe and Fittings conforming to the latest revisions of the applicable Standards as follows:

AWWA C104, AWWA C110, AWWA C111, AWWA C150, AWWA C151, AND AWWA C153

B. The working pressure must be 150 psi, and the surge pressure must be 100 psi, making the total design pressure to be 250 psi, unless otherwise specified in these Specifications.

C. Ductile Iron Fittings must be compact, conforming to the provisions of AWWA C153/A21.53-88, American National Standard for ductile-Iron Compact Fittings, 3 inch through 16 inch, for Water and other Liquids.

- D. Gate Valves must be Metal Seated, conforming to the provision of AWWA C500 (latest Revisions). The minimum design working pressure must be 200 psi for valves 12-inch and smaller, and 150 psi for valves with diameters of 14-in and larger, unless otherwise specified in these Specifications.
- E. Valve Box Extensions – The Contractor must use cast iron valve box extensions per Section 521.02 of the Standard Specifications. PVC will not be allowed.
- F. 316 Stainless Steel Nuts and Bolts must meet the requirements of ASTM F593 Alloy Group 2. 316 Stainless Steel T-Bolts must meet the requirements of ASTM A193 Grade B8M Class 1, with a minimum tensile strength of 75 ksi and minimum yield strength of 30 ksi.
- G. Carbon Steel Nuts and Bolts must meet or exceed the requirements of ASTM A307/A563 Grade B with a minimum tensile strength of 60 ksi. Carbon T-Bolts and nuts must meet the requirements of ASTM A242/A588 with a minimum tensile strength of 60 ksi. All carbon nuts and bolts must be coated with Xylan 1424-524 polytetrafluoroethylene (PTFE) coating with a thickness of coating must be in the range of 0.7 to 2.0 mils having a minimum tensile strength of 2 ksi and corrosion resistance in a salt fog spray per ASTM B-117 up to 1,000 hours.

36. SUBMITTALS:

The contractor must supply shop drawings and submittal for all equipment and materials for approval by the Engineer to be incorporated into the Work or Project and contractor may only use equipment and material for which submittals have been approved by the Engineer.

The Contractor must submit the following data and drawings:

- A. Detail drawings of pipes, specials, fittings, joints, gate valves, air release valves, and fire hydrants with design calculations for internal pressure, internal vacuum pressure and external load conditions.
- B. Detail tabulated pipe laying schedules corresponding to the numbers or identifications painted on the pipes, specials appurtenances, valves and fittings.
- C. Quality assurance test reports for pipes, specials appurtenances, valves and fittings.
- D. Quality control test reports for each production run of pipe, specials appurtenances, valves and fittings including tensile test, charpy impact test, mill test reports of ductile iron material, steel material, polyvinyl chloride material, and other materials used.

The contractor must submit manufacturer's pipe installation guide.

The contractor must submit manufacturer's written quality control procedures.

A minimum of one (1) hard copy and one (1) digital copy of all the submittals shall be provided by the Contractor to the Engineer for review. Engineer will return one (1) digital reviewed copy. If Contractor requires additional hard copies, the Contractor must provide them with the submittal. No pipe, special sections, appurtenances, valves and fittings may be manufactured until the shop drawings have been reviewed by the Engineer with no exception noted or stamped "Exceptions indicated, revise and resubmit for record purposes only".

37. TRENCH EXCAVATION:

- A. Trench excavation for pipelines will consist of excavation necessary for the construction of water lines and all appurtenant facilities therefore, including manholes, valves, specials, fittings, appurtenances, inlets, outlets, concrete saddles, pipe embedment materials, and pipe protection. It shall include site preparation, backfilling and tamping of pipe trenches and backfilling and tamping around structures and the disposal of waste materials, all of which must conform to the applicable provisions of these Specifications.
- B. Trench excavation must be made in open cut and true to the lines and grades shown in the plans or established by the Engineer, unless tunneling or boring is shown or specified. Whenever practical, the banks of the trenches must be cut in vertical, parallel planes equidistant from the pipe centerline. The horizontal distance between such planes or the overall width of trench must be in the dimensions shown in the plans. Whenever sheeting is used, the distance between vertical planes must be measured from the inside faces of the sheeting. Whenever vertical banks for trench excavation are not practical to construct or create dangerous conditions to workmen, the banks may be sloped provided that such excavation does not damage adjacent structures. Whenever trench banks are sloped, such banks must be cut by the contractor to vertical planes as specified above for that part of the ditch below the level of 12 inches above the top of the pipeline. For unit bid item contracts, the width of excavation, including rock excavation, to be used in the determination of pay quantities must be as shown in the plans. The bottom of the trench must be level in cross section and must be cut true to the required grade of the pipe except where concrete cradles or pipe embedment materials are shown in the plans, specified or authorized by the Engineer, in which case the excavation may extend to the bottom of the cradle or pipe embedment materials.
- C. Bell holes for bell-and-spigot pipe must be excavated by the Contractor at proper intervals so that the barrel of the pipe will rest for its entire length upon the bottom of the trench. Bell holes must be large enough to permit proper installation of joints in the pipe. Bell holes must not be excavated more than 10 joints ahead of pipe laying.

- D. Whenever mulch, quicksand, soft clay, swampy material or other material unsuitable for foundations or sub-grade are encountered which extend within the limits of the excavation, such material must be removed and replaced with pipe foundation material. The pipe foundation material shall be crushed stone material meeting the following gradation requirements:

Nominal Sieve Size	Percent Passing
2 inch	100%
1/2 inch	< 30%

The foundation material must be power tamped in six-inch layers. Pipe foundation material as described herein will be measured for payment only in specific locations where its use is authorized in writing by the Engineer before the Work is performed.

- E. Pipe trenches must not be excavated more than 300 feet in advance of pipe laying; and all Work must be performed so as to cause the least possible inconvenience to the public. Temporary bridges or crosswalks must be constructed wherever necessary to maintain vehicular or pedestrian traffic. Crosswalks and bridges must have handrails or other features necessary for safe use by the public.
- F. In all cases where materials are deposited along open trenches, the materials must be placed so that in the event of rain no damage will result to the Work materials, or adjacent property.
- G. All trenches left open must be protected by barriers and/or fences to safeguard public from accessing the open trench. The Contractor is liable for all incidents regarding the safety and protection of any open trench.

38. SHEETING SHORING AND BRACING:

- A. The sides of all excavations must be sufficiently sheeted, shored and braced whenever necessary of all excavations to prevent slides, cave-ins, settlement or movement of the bank. The Contractor must maintain the excavation clear of obstructions that will, in any way, hinder or delay the progress of the work or endanger workmen. Wood or steel sheet piling designed by the Contractor’s registered professional engineer licensed in the State of Oklahoma must be used when necessary. All sheeting, shoring and bracing must have sufficient strength and rigidity to withstand the pressures exerted. The Contractor must maintain the walls of the excavation properly in place and protect all persons and property from injury or damage.
- B. Whenever excavations are made adjacent to existing buildings or other structures or in paved streets or alleys, the Contractor must take particular care to sheet, shore and brace the sides of the excavation adequately to prevent any undermining of or settlement beneath such structures or pavement.

The Contractor will be liable for and responsible to restore any damage to any structure or injury to any person that results from his operations.

- C. Sheeting, shoring or bracing materials must not be left in place unless as shown in the plans or permitted by the Engineer. Such materials must be removed in such manner as will not endanger or damage the new structure or any existing structures or property, either public or private, in the vicinity, and must be removed so as to avoid cave-ins or slides. All trench sheeting and bracing must be left in place until the trench has been backfilled one foot above the top of the pipe.
- D. Sheeting, shoring and bracing are considered incidental and an integral part of the excavation Work and no specific payment will be made therefore.

39. DEWATERING EXCAVATION AREAS:

- A. The Contractor must provide and maintain ample equipment with which to remove all water from every source which enters excavations for structures and pipelines. Dewatering operations must ensure dry excavations and the preservation of the elevations of the bottoms of the excavations shown in the plans. The Contractor will not allow surface water to enter excavated areas.
- B. Where the areas to be excavated are located under water surfaces or near the banks of flowing streams or other bodies of water, the Contractor may adopt and carry out any method of dewatering the Contractor may deem feasible for the performance of the excavation work and for protection of the Work thereafter, provided that the method and equipment to be used results in completed Work which complies with these Specifications and is acceptable to the Engineer. In all cases, the excavation area must be effectively protected from water damage during the excavation period and until all contemplated construction work therein has been completed.
- C. Prior to beginning excavation for structures which are to be constructed at or below the ground water table, the contractor must lower ground water levels and maintain ground water table at a level at least three (3) feet below the bottom of such structures. The lowered ground water level must be maintained until backfill operations and all associated work with the structure and appurtenances has been completed.
- D. The Contractor is responsible for damage to structures caused by hydrostatic displacement during construction operations.
- E. The cost of all temporary construction work necessary to dewatering excavated areas, including but not limited to the costs of placing and removing sand bags, coffer dams, sheet piling, excavation and backfill is considered incidental and an integral part of the cost of excavation and no separate payment will be made therefore.

40. BACKFILLING TRENCHES:

Contractor obligations for backfilling trenches;

- A. After a section of pipe is properly installed and approved by Engineer and/or Engineer Representative for backfill, the trench must be backfilled with the remaining embedment envelope and compacted to depths as shown in the plans.
- B. The initial backfill material placed on top of the pipe embedment shall be native backfill in non-paved areas. Native backfill must be carefully placed and compacted to 90 percent standard proctor density. Native backfill must consist of loose earth, free of clods, stones, vegetable matter, boulders, or debris material. The contractor must carefully place and compact backfill. In cases of excavation beneath driveway and/or roadways, refer to Special Provisions for Pavement Backfill.
- C. Backfilling around structures must be done per the plans in the manner specified for pipe trenches by power tamping for the full depth of cut from the bottom of the finished grade.
- D. All backfilling must be done in such manner as will not disturb or injure the pipe or any structure over or against which it is being placed. If any pipe or structure is damaged or moved from its proper line or grade during backfilling operations, then the contractor must open up the trench and repair the pipe or structure and then backfill as specified.
- E. The Contractor must replace all surface materials and must restore paving, curbing, sidewalks, gutters shrubbery, fences, sod, and other surfaces disturbed during backfill activities to a condition equal to, or better than, that before the Work began, furnishing all labor and materials incidental thereto as provided elsewhere in these Specifications.
- F.

41. FIELD QUALITY CONTROL:

Field inspection and testing will be performed for all pipeline as follows:

- A. Preliminary inspection/test

The preliminary inspection/test must demonstrate that:

- (1) The pipe and the pipe coating and lining if applicable, specials and fittings have not been damage during shipping, storage or installation.
- (2) The pipe trench has been prepared as per the plans.

- (3) Proper pipe bedding as shown in the plans has been provided before the pipe is installed.
- (4) All field joint assembly has been installed correctly.
- (5) Anchors and thrust blocks have been provided and sized according to the plans.
- (6) Backfilling has been done as specified and as shown in the plans.
- (7) Specials, fittings and appurtenances have been properly connected.

B. Prefinal inspection/test

Prefinal inspection/testing must include conducting the hydrostatic field test per the Standard Specification. A leakage test must be conducted concurrently with the hydrostatic pressure test.

C. Final inspection/test

The final inspection/test must demonstrate that under conditions of operation:

- (1) Is free of any pipe, pipe coating and lining damages.
- (2) Is free of any visible leaks.
- (3) The allowable leakage is less than that specified in the Standard Specifications.

42. CASING SPACERS

The Contractor must use casing spacers with stainless steel bands and risers and runners comprised of a glass-filled polymer as manufactured by Advance Products Systems, Inc., or approved equal. The use of wood skids will NOT be allowed. Grout fill of the annulus inside the steel casing is NOT required for bores, aerial crossings, or steel casing installed by open-trench.

43. CONCRETE FOR THRUST BLOCKS:

High Early Strength Concrete must be used for thrust blocks. Compressive strength of concrete shall be 4,000 psi at seven (7) days.

44. SERVICE REPLACEMENT AND INSTALLATION:

Long Service Connection: All labor and materials necessary for the installation and connection of a new long service line from the new water main, to the existing meter, also includes boring the street.

Long Service Connection With Meter Relocation: All labor and materials necessary for long Service Connection plus the removal and reinstallation of the meter tile, complete with appurtenances, and reconnection to the house line within the right of way.

Short Service Connection: All labor and materials necessary for the installation and connection of a new short service line from the new water main, connecting to the existing meter.

45. BORES

All bores constructed in advance of installation of the water main by more than 300 linear feet will be at the risk of the Contractor. Any re-boring of bores will be at no additional cost to the OIA and no additional contract time will be due or granted.

46. REMOVAL AND REPLACEMENT OF DRIVEWAYS:

Driveways that have been designated in the plans to be removed and replaced, must be removed and replaced from the pavement edge to the first existing pavement joint or the right-of-way on the house side of the new water main. The OIA reserves the right to direct, by amendment, such additional driveways in the project area be replaced and the Contractor will be paid at the unit bid item price for such items. However, the Contractor is responsible for removing and replacing paving and driveways not designated in the plans that are damaged due to the Contractor's negligence at the Contractor's expense and without payment.

Concrete driveways shall be replaced with 6-inches thick of 4000 psi non-reinforced High Early Strength Portland cement concrete (with appropriate jointing). The trench shall be backfilled with Type A per Standard Specification 923.01 and will not be paid directly; cost shall be included by the contractor in unit bid item prices. Concrete driveways in the plans will be paid for at the contract unit bid item price per square yard.

The 2-inch sand cushion for driveway replacement as seen on Sheet D-800 (Standard Detail) will not be paid for separately, but will be incidental and included in the unit bid item price per square yard for the quantity of (concrete or asphalt) driveway removed and replaced.

47. PAVEMENT BACKFILL (Type A):

The water main trench at driveways and at pavement cut and permanent repair locations must be backfilled with Type A per Standard Specification 923.01 and placed in 6-inch (6") lifts for hand tamped equipment and thirty-inch (30") lifts for self-propelled or power

driven equipment, to obtain full compaction of 95% standard proctor density, prior to replacing the pavement.

The Contractor must collect truck delivery tickets at the job site and obtain the signature of the inspector. These truck delivery tickets will not be the basis for payment to the Contractor. Truck delivery tickets will be used only to confirm delivery to the project site. Backfill material will not be paid directly; cost must be included by contractor in other unit bid item prices.

Nominal Size	Percent Passing
1½ inch	100%
¾ inch	40 to 100%
⅜ inch	30 to 75%
No. 4	25 to 60%
No. 10	20 to 43%
No. 40	8 to 26%
No. 200	4 to 12%

48. PAVING CUT AND PERMANENT REPAIR:

In areas where a pavement cut and repair is required, the Contractor must remove the pavement in two (2) stages. The first stage is cutting the trench width. The second stage cuts a 2-foot wide strip on each side of the water main trench that must be made prior to replacement of the pavement and after the water line construction and backfill is completed. All cuts must be made in a straight line using appropriate cutting equipment.

The Portland cement concrete used for pavement replacement must be constructed of High Early Strength 4000 psi concrete, and must conform to these Specifications.

Pavement for reinforced concrete pavement patches must be made at the unit bid item price per square yard, computed on the basis of the trench pay width, plus 4 feet multiplied by the length of the paving replacement. The unit bid item price shall include all the expense involved in furnishing labor, material and equipment required to provide a complete replacement. This item shall be paid for as “Paving Cut and Permanent Repair-Concrete”.

49. VALVES, TAPPING SLEEVES, HYDRANTS, PIPE, FITTINGS, & JOINT RESTRAINTS:

The Air Release and Vacuum Valve must be manufactured by Apco Valve & Primer Corporation, Val-Matic Valve and Manufacturing Corporation or approved equal.

Gate Valves, Butterfly Valves, and Tapping Valves must be Mechanical Joint and manufactured by American Cast Iron Pipe Company, Mueller Co., U.S. Pipe, Pratt, Clow, DeZurik, M & H, East Jordan Iron Works Flow Master, J & S Valve, Inc., Crispin Valves, or approved equal.

Tapping Sleeves must be Ductile Iron or Steel, Mechanical Joint and must be manufactured by U.S. Pipe, American Cast Iron Pipe Company, JCM Model, 6439 and 6459, Smith Blair Model 623 and 665, The Ford Meter Box Co., Inc., and Model 3490 Mechanical Joint by Power Seal Pipeline Products Corporation. All Steel Tapping Sleeves must have Fusion-Bonded Epoxy Coating and Type 316 Stainless Steel Bolts and Nuts or Xylan Coated Nuts and Bolts. All Stainless Steel Tapping Sleeves must be type 316 Stainless Steel, and Type 316 Stainless Steel Bolts and Nuts.

Hydrants must conform to AWWA Standard C502, latest revision. Hydrants must be American Darling (Model 5¼” B-84-B), Mueller Centurion 200 Model A-423, M & H Reliant Model 129, U.S. Metropolitan, or East Jordan Iron Works WaterMaster 5CD250.

Ductile Iron Pipe and Fittings must be manufactured by U.S. Pipe and Foundry Co., Griffin Pipe Products Co., America Cast Iron Pipe Co. and McWane Cast Iron Pipe Company. Ductile Iron Fittings manufactured by Tyler Pipe, SIGMA, Star Pipe Products, Pipeline Components, Inc, Accucast MJ C153, and Serampore Industries dba SIP Industries must be accepted. All Ductile Iron Pipe and Fittings must be installed with Polyethylene Encasement.

Joint restraint gland must be Megalug and manufactured by Ebba Iron Sales, Inc., or Uni-Flange by The Ford Meter Box Co., Inc., Stargrip by Star Pipe Products or approved equal.

50. ORDER OF CONSTRUCTION

The Contractor must start at enough different locations to complete the entire Project within the time limit specified. Water line appurtenances must be constructed concurrently with the Water Line. Postponing the construction of appurtenances until the water line has been completed, or the constructing appurtenances in advance of the construction of the water line, is not permitted.

Unless otherwise directed by the OIA, the Contractor shall leave no more than six hundred (600') feet between backfilling operations and the complete restoration of paving, paving cut and permanent repairs, driveway permanent repairs, fencing, sodding, etc.

When temporary surfacing is provided for in the plans, the Contractor must complete temporary paving repair immediately after backfill is completed.

51. DELIVERY OF MATERIALS

Construction materials must not be delivered to the Project site more than three (3) days in advance of their anticipated use Pipe or other materials on hand must not be delivered to the Project at any time be in excess of the amount required to complete six hundred (600') feet of water line, unless with special permission of the Engineer and/or THE CITY.

52. STORED MATERIALS AND EQUIPMENT

The quantities shown in these specifications are estimated quantities. **The Contractor will be responsible for documenting and verifying the actual amount of materials necessary for completion of the Project.** The OIA, upon verification and approval, will pay the suppliers invoice price for stored materials up to but not in excess of the estimated amount per bid item. The OIA will not pay directly for items including tax, shipping, handling, fees, etc.; these costs must be accounted for and included in the unit bid item price for the stored materials. Suppliers' Invoices of stored materials must indicate the same unit as the unit bid item. Stored materials are subject to Sections 109.17.05 and 112.03 of the Standard Specifications for Construction of Public Improvements (latest edition).

The Owner Trust will not pay for stored materials and equipment not installed at the completion of the Project. Any excess stored materials will be deducted from the final pay claim. Any previous payment by The OIA for excess stored materials in excess of final claim must be repaid by the Contractor to the OIA. The OIA will not pay costs such as return shipping, handling, restocking, etc. of excess stored materials.

Payment will only be made for stored materials, or stored at the Contractor's facility or Project Site and accessible by Inspection Services.

The Contractor must obtain insurance, as evidenced by a certificate of insurance, against damage, loss, and theft of the stored materials in the amount of the value of the materials, the invoice price or the unit bid item price, whichever is highest. The Contractor must provide a copy of the certificate of insurance for all stored materials with the invoice/claim for payment.

53. TEMPORARY SURFACING (ASPHALT)

This section covers the placing of temporary surfacing on areas to be used as temporary crossings and temporary routes of ingress and egress to residences and places of business related to, adjacent to, or near the Project.

This Work must be constructed on a prepared sub-grade in reasonably close conformity with the existing surfaces or as established by the Engineer. Cross streets, side streets, approach streets, and temporary driveways to residences or places of business must be shaped to a reasonable cross section to prevent ponding of water. Holes, waves and undulations which develop must be corrected by blading and/or adding more material. The shaping of the surface material must be continued until it is well-compacted, free from ruts, waves, and undulations.

Excess material not required for maintenance must be removed from the Project site and the site restored to the same condition before construction began.

The completed temporary surface must be maintained in this condition until permanent repairs are constructed. Asphalt must be used as temporary surfacing material. Asphalt material must be type "A" mix placed a minimum of three (3") inches, and compacted on

a prepared sub-grade in accordance with the requirements of these Specifications for asphalt paving.

54. GPS “AS-BUILT” SURVEY

The Contractor must provide a complete GPS “As-Built” Survey for every one hundred feet (100’) along the alignment of the Project, and, coordinates of the valves, fire hydrants, existing water meters, and similar appurtenances. Complete As-Built plans, AutoCad drawing and coordinates data sheet must be submitted by Contractor to the Project Engineer for approval with the final claim. This task must be performed by a registered professional land surveyor in the State of Oklahoma. Data submitted must be tied to Oklahoma State Plane Coordinate System.

The final claim will not be paid without complete and approved GPS “As-Built” survey.

55. BORING TEST HOLE INFORMATION:

Test hole information, when shown in the Plans or included in the Specifications, shall only represent subsurface characteristics to the extent indicated, and only for the point location of the test hole.

Each Bidder must make his own interpretation of the character and condition of the materials which will be encountered between test hole locations. Each Bidder may, at Bidders own expense, make additional surveys and investigations as the Bidder may deem necessary to determine conditions which will affect performance of the Work. The OIA will not provide any further test hole information other than what is already represented in the Plans or Specifications.

The Contractor will be responsible for completion of the Work even if subsurface characteristics, rock or other materials are encountered during construction. No additional compensation or contract time will be provided for impacts resulting from subsurface characteristics, rocks or other materials encountered.

63. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK:

All Work which has been rejected or condemned or which is defective must be repaired or if it cannot be satisfactorily repaired it must be removed and replaced at the Contractor’s expense. Defective, rejected, and condemned materials must be removed immediately from the Project Site.

Work done without lines and grades; work done beyond the lines or not in conformity with the grades shown on the plan; work done without proper inspection; or any extra or unclassified work done without written authority by a prior change order or amendment will be considered unauthorized. Unauthorized work will not be measured or paid. Unauthorized work may also be ordered removed at the Contractor’s expense.

If the Contractor fails to immediately and satisfactorily repair or remove and replace, any rejected, defective, unauthorized, or condemned work or materials, The OIA will, after giving written notice to the Contractor, have the authority to have defective work remedied or removed and replaced by others and will deduct the cost thereof from any compensation due to the Contractor. At the OIA's discretion, it may accept rejected, defective, unauthorized or condemned work or materials and make an equitable deduction from the contract price or payment due the Contractor.

64. SODDING AND SPRIGGING

Solid Slab Sodding, Row Sprigging, Broadcast Sprigging Method A, and Broadcast Sprigging Method B will be measured by the square yard of sodded area and installed per Section 840 of The City's *Standard Specifications for Construction of Public Improvements*. The measurement of sodded area will be fifteen feet (15 ft) each side measured from the centerline of the waterline pipe placement for a total width of thirty feet (30 ft). Additional sodding beyond this limit must be placed by Contractor at the Contractor's expense, and without additional payment.

65. TIME OF COMPLETION

Contractor is advised that Contract Time shall commence counting on the date the Work Order is issued regardless of the date Contractor elects to start Work on the Project.

END OF SECTION

LIST OF CONTRACT DOCUMENTS

The Successful Bidder, as Contractor, is responsible for the proper completion and submission of the documents listed below within seven (7) calendar days following the Awarding Public Agency's notification of its intent to award Contract, unless that time is extended by the OIA Project Manager.

All forms must have the original ink signature of a person authorized to bind the Contractor. All documents must be attested to or notarized as required by the "Signature Requirements for Bidding Documents."

All Bonds must be issued by a surety licensed to do business in the State of Oklahoma and meeting the requirements of the Oklahoma Competitive Bidding Act of 1974 and the Bidding Documents.

REQUIRED CONTRACT DOCUMENTS*

Contract

Performance Bond in the amount of the Contract

Statutory Bond in the amount of the Contract

Maintenance Bond in the amount of the Contract and for the term required in the Bidding Documents

Certificate of Nondiscrimination

Certificates of Insurance in the types and amounts required in the Bidding Documents, including:

Workers' Compensation

Public liability and Property Damage

Builder's Risk

Defect Bond, if required by the Contractor's Prequalification Resolution

Contractor's State about Equal Opportunity (ARP-211)

Contractor's Certificate of Non-Segregated Facilities (ARP-212)

Sub-Contractor's Certificate of Non-Segregated Facilities (ARP-212a)

Bidder's/Supplier's List (ARP-249)

Subcontractor Performance form (ARP-6100-3)

Subcontractor Utilization form (ARP-6100-4)

DBE documentation (if applicable).

Any other documents required in the Bidding Documents

Forms to be Used.* Included in these Bidding Documents are samples of the Contract, Bonds and Certificate of Non-Discrimination to be executed by successful Bidder, as Contractor. Signature lines may be revised to reflect the parties to the Contract and Bonds for this Project. Awarding Public Agency will provide to successful Bidder the documents to be signed. Contractor shall use only the forms provided by the Awarding Public Agency or photocopies thereof and shall make no changes or alterations in the documents other than to add signature lines for joint ventures or limited liability companies in accordance with the instructions in the "Signature Requirements for Bidding Documents."

CONTRACT

Project # _____

THIS CONTRACT is made and entered into this _____ day of _____, 20____, by and between _____, referred to in the Bidding Documents and herein as “Awarding Public Agency”, and _____, hereinafter termed "Contractor".

WITNESSETH:

WHEREAS, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

WHEREAS, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

WHEREAS, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project for the sum of: _____ Dollars (\$ _____)

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed and hereby agree as follows:

1. The Contractor shall, in a good and first-class, workmanlike manner, at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said Project in strict accordance with the Contract Documents, including but not limited to the Bidding Documents, “Standard Specifications for Construction of Public Improvements,” any Special Provisions, schedules and plans approved by the Awarding Public Agency, and Contractor’s bid, all of which documents are on file in the Office of the City Clerk of The City of Oklahoma City and are made a part of this Contract as fully as if the same were herein set out at length, with the following alternates and/or deletions: (if none, so state) None.

2. The Awarding Public Agency shall make payments to the Contractor in the following manner: On or about the first day of each month, the Engineer of Record or designee will review estimates of the value, based on Contract prices and/or schedule of values of work done and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the Engineer of Record or designee such detailed information as requested.

Each monthly estimate for payment must contain or have attached an affidavit as required by 74 O.S. § 85.22.

3. On completion of the Project, but prior to the acceptance thereof by the Awarding Public Agency, it shall be the duty of the Engineer of Record or designee to determine that said work has been completely and fully performed in accordance with said Contract Documents, and upon making such determination, make a final certificate to the Awarding Public Agency. The Contractor shall furnish proof that all claims and obligations incurred by the Contractor in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimate to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid and the same shall be in full for all claims of every kind and description said Contractor may have by reason of having entered into or arising out of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Joint Contract to be executed the day and year first above written.

ATTEST:

Contractor:

(Secretary-Witness) By: _____

As: _____

APPROVED by Oklahoma Industries Authority this _____ day of _____, 20____.

ATTEST:

OKLAHOMA INDUSTRIES AUTHORITY

Secretary

CHAIR

PERFORMANCE BOND

Project _____

KNOW ALL MEN BY THESE PRESENTS:

That we _____, as Contractor,
and _____, as Surety, are severally
and jointly held and firmly bound unto _____, referred
to in the Bidding Documents and herein as "Awarding Public Agency" in the sum of
_____ (\$ _____),
such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each
of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns,
jointly and severally, firmly to the terms of this Bond by these presents.

WITNESSETH:

WHEREAS, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

WHEREAS, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

WHEREAS, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

NOW, THEREFORE, if the Contractor shall fully and faithfully execute the work and perform said contract according to its terms, conditions, and covenants, and in exact accordance with the Bidding Documents and the Contract Documents, and according to certain plans and specifications heretofore made, adopted, and placed on file in the Office of the City Clerk of The City of Oklahoma City, and shall promptly pay or cause to be paid, all labor, material, equipment and/or repairs and all labor performed on said work, whether by subcontract or otherwise, and shall protect and save harmless Oklahoma Industries Authority and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or sustained by any person, firm, or corporation by reason of negligence of the Contractor or his or its agents, servants, or employees in the construction or provision of said work, or by or

in consequence of any improper execution of the work or act of omission or use of inferior materials by said Contractor, or his or its agents, servants, or employees and shall protect the Oklahoma Industries Authority harmless from all suits and claims of infringement or alleged infringement of patent rights or processes, then this obligation shall be void; otherwise, this obligation shall 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 Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents by its attorney-in-fact duly authorized so to do.

ATTEST:

Contractor:

(Secretary-Witness) By: _____

As: _____

ATTEST:

Surety:

(Secretary-Witness) By: _____
As: Attorney-in-Fact

ACCEPTED by Oklahoma Industries Authority this ____ day of _____, 20____.

ATTEST:

OKLAHOMA INDUSTRIES AUTHORITY

Secretary

CHAIR

STATUTORY BOND

Project _____

KNOW ALL MEN BY THESE PRESENTS:

That we _____, as Contractor,
and _____, as Surety, are severally and
jointly held and firmly bound unto the State of Oklahoma and the subcontractors, suppliers, and
materialmen of the Contractor in the sum of

_____) , such sum being equal to 100% of the Contract price, for the payment
of sum amount, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves,
and its successors and assigns, jointly and severally, firmly to the terms of this Bond by these
presents.

WITNESSETH:

WHEREAS, the Awarding Public Agency has caused to be prepared certain Bidding
Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

WHEREAS, Contractor, in response to said Notice to Bidders, has submitted to Awarding
Public Agency a bid; in accordance with the Bidding Documents; and

WHEREAS, the Awarding Public Agency has determined Contractor to be the lowest
responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for
this Project, which Contract is hereby made a part and parcel of this Bond as if literally written
herein.

NOW, THEREFORE, if said Contractor shall fail or neglect to pay all indebtedness
incurred by said Contractor to its subcontractors, suppliers and materialmen who perform work or
provided labor, materials, machinery, supplies and equipment in the performance of the
Contract, within thirty (30) calendar days after the same becomes due and payable, the person,
entity or corporation entitled thereto may sue and recover on this Bond, the amount so due and
unpaid up to the amount of this Bond. Upon payments of all indebtedness due said subcontractors,
suppliers and materialmen on this Project, this Bond shall become fully satisfied.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD by the parties hereto
that no changes or alterations in said Contract and no deviations from the Bidding Documents and

the Contract shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents to be executed by its attorney-in-fact duly authorized so to do.

ATTEST:

Contractor:

(Secretary-Witness) By: _____

As: _____

ATTEST:

Surety:

(Secretary-Witness) By: _____
As: Attorney-in-Fact

ACCEPTED by Oklahoma Industries Authority this _____ day of _____, 20____.

ATTEST:

OKLAHOMA INDUSTRIES AUTHORITY

Secretary

CHAIR

MAINTENANCE BOND

Project _____

KNOW ALL MEN BY THESE PRESENTS:

That we _____, as Contractor, and _____, as Surety, are severally and jointly held and firmly bound unto _____, referred to in the Bidding Documents and herein as “Awarding Public Agency” in the sum of _____ (\$ _____), such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly to the terms of this Bond by these presents.

WITNESSETH:

WHEREAS, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

WHEREAS, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

WHEREAS, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

NOW, THEREFORE, if said Contractor shall pay or cause to be paid to the Awarding Public Agency all damage, loss, and expense which may result by reason of failed or defective materials and/or workmanship in connection with said work occurring within a period of _____ (____) year(s) from and after acceptance of said Project and work by the Awarding Public Agency, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further agreed that if the said Contractor or Surety herein shall fail to maintain said Project and work against any failure due to defective workmanship and/or material for a period of _____ (____) year(s) and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the Awarding Public Agency or its designees to ascertain the

same, and if, upon thirty (30) days of notice, the said amount ascertained shall not be paid by the Contractor or Surety herein, or if the necessary repairs are not made, the said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this Bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this Bond as the condition of the improvements may require.

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

IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents by its attorney-in-fact duly authorized so to do.

ATTEST:

Contractor:

(Secretary-Witness) By: _____
As: _____

ATTEST:

Surety:

(Secretary-Witness) By: _____
As: Attorney-in-Fact

ACCEPTED by Oklahoma Industries Authority this ____ day of _____, 20 ____.

ATTEST:

OKLAHOMA INDUSTRIES AUTHORITY

Secretary

CHAIR

DEFECT BOND

Project _____

KNOW ALL MEN BY THESE PRESENTS:

That we _____, as Contractor,
and _____, as Surety, are severally and jointly
held and firmly bound unto _____, referred to in the
Bidding Documents and herein as “Awarding Public Agency” in the sum of
_____ (\$ _____),
such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each
of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns,
jointly and severally, firmly to the terms of this Bond by these presents.

WITNESSETH:

WHEREAS, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

WHEREAS, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

WHEREAS, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

NOW, THEREFORE, should the Contractor, during the term of this Defect Bond, timely and expeditiously repair or replace, or cause to be repaired or replaced, any defective, inferior or non-compliant workmanship, work and material regarding or relating to the Project, and should the Surety, at the end of the term of this Defect Bond, pay, or cause to be paid, to the Awarding Public Agency all damages, losses, costs and expenses which directly or indirectly may result from: (1) the untimely repair or replacement of inferior, non-compliant or defective materials, work and workmanship in connection with said Project; (2) the failure to timely and expeditiously maintain, repair or replace same; and (3) the cost and expense incurred by the Awarding Public Agency of any defective, inferior or non-compliant work, material or workmanship repaired, replaced or maintained, timely and expeditiously, by staff and/or third parties, then this Defect Bond shall terminate at the end of the term provided in the Bidding Documents; otherwise, this

Defect Bond shall remain in effect.

The term of this Defect Bond shall commence upon the formal final acceptance of the entire Project by the Awarding Public Agency as fully and totally complete and shall run for (1) the total number of years as provided in the Bidding Documents for this Project ("term of years"); or (2) until all repairs and replacement of defective, inferior or non-compliant materials, work or workmanship, occurring or discovered prior to the termination of this Defect Bond have been completed and all sums due from the Surety and the Contractor therefore have been paid, whichever is later.

IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents by its attorney-in-fact duly authorized so to do.

ATTEST:

Contractor:

(Secretary-Witness)

By: _____

As: _____

ATTEST:

Surety:

(Secretary-Witness)

By: _____

As: Attorney-in-Fact

ACCEPTED by Oklahoma Industries Authority this ____ day of _____, 20____.

ATTEST:

OKLAHOMA INDUSTRIES AUTHORITY

Secretary

CHAIR

CERTIFICATE OF NONDISCRIMINATION

In connection with the performance under the Contract, the Contractor agrees as follows:

A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, a copy of this Certificate of Nondiscrimination.

B. In the event of the Contractor's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the Awarding Public Agency. The Contractor may be declared by the Awarding Public Agency ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or Subcontractors.

C. The Contractor agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above and agree to abide by these requirements:

This form must be fully completed and signed by the Contractor or Contractor's Authorized Agent.

Name of Individual, Partnership, Limited Liability Company, or Corporation hereinafter called Bidder

Signature of Bidder or Authorized Agent

Type or print name and title of person who signed above

ISSUE DATE: _____

**OKLAHOMA INDUSTRIES AUTHORITY
CERTIFICATE OF INSURANCE**

**PROJECT NUMBER: WA-2023-00056 /
ARP-23-0010-DPG**

PRODUCER

ADDRESS

INSURED

ADDRESS

NOTE: THIS CERTIFICATE CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, NOR DOES IT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY POLICIES BELOW, EXCEPT AS SHOWN BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A
LETTER

COMPANY B
LETTER

COMPANY C
LETTER

COMPANY D
LETTER

COMPANY E
LETTER

COVERAGES: THIS IS TO CERTIFY THAT THE INSURANCE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED, FOR THE POLICY PERIOD INDICATED HEREIN. THE POLICIES SHOWN IN THIS CERTIFICATE ARE DEEMED PRIMARY TO ANY INSURANCE CARRIED BY THE INSURED FOR THE SPECIFIC LOCATION, PROJECT OR EVENT..

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OCCURENCE CLAIMS MADE AND TAIL COVERAGE				GENERAL AGGREGATE	
				BODILY INJURY (Per Person)	
				PROPERTY DAMAGE (Per Accident)	
				EACH OCCURRENCE	
				MEDICAL EXPENSES (Any One (1) Person)	
AUTOMOBILE LIABILITY <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	
				BODILY INJURY (Per Person)	
				BODILY INJURY (Per Accident)	
				PROPERTY DAMAGE	
WORKER'S COMPENSATION AND EMPLOYER LIABILITY Standard Compliance for the State of Oklahoma				EACH ACCIDENT	
				DISEASE - POLICY LIMIT	
				DISEASE - EACH EMPLOYEE	
VALUABLE PAPERS INSURANCE (If required by Contract)					
EXCESS LIABILITY (If required by Contract)				EACH OCCURRENCE	
				AGGREGATE	
OTHER (If required by Contract)					

DESCRIPTION OF OPERATIONS/VEHICLES/SPECIAL ITEMS

THE Awarding Public Agency and OKLAHOMA INDUSTRIES AUTHORITY IS AN ADDITIONAL INSURED, WITH RESPECT TO LIABILITY, ARISING OUT OF THE PROJECT OR EVENT.
 THE Awarding Public Agency and OKLAHOMA INDUSTRIES AUTHORITY IS A LOSS PAYEE ON VALUABLE PAPERS INSURANCE

CERTIFICATE HOLDER(S)

The Awarding Public Agency and Oklahoma Industries Authority
 105 N. Hudson Ave., Suite 101
 Oklahoma City, OK 73102

CANCELLATION

IT IS AGREED THAT NONE OF THESE POLICIES WILL BE CANCELLED OR CHANGED EXCEPT IN THE APPLICATION OF THE AGGREGATE LIABILITY LIMIT PROVISIONS, SO AS TO AFFECT THE INSURANCE DESCRIBED IN THIS CERTIFICATE UNTIL AFTER 30 DAYS PRIOR WRITTEN NOTICE OF SUCH CANCELLATION OR REDUCTION IN COVERAGES AND 10 DAYS WRITTEN NOTICE OF NON-RENEWAL FOR NONPAYMENT OF PREMIUM HAS BEEN DELIVERED TO THE CERTIFICATED HOLDER.

(PLEASE READ CAREFULLY)

**CERTIFICATE OF INSURANCE EXPLANATION OF
AWARDING PUBLIC AGENCY**

The Certificate Holder(s) require the use of this Certificate of Insurance as evidence that the insurance requirements of the contract have been complied with and will continue as long as the contract is in force. Awarding Public Agency will rely on this Certificate as proof of compliance with the insurance requirements agreed upon. Awarding Public Agency must be advised of any cancellation or nonrenewal of the insurance coverages required or any reduction in the coverages provided, in compliance with the contract, as shown in the Certificate of Insurance. Thirty (30) days prior written notice of cancellation or reduction in coverages (other than an aggregate limit provision reduction) and ten (10) days written notice of nonrenewal for nonpayment of premium must be provided to the Awarding Public Agency so that the Awarding Public Agency may take appropriate action.

Many certificates of insurance are received by Awarding Public Agency and many contain statements claiming that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example is "Should any of the above described policies be canceled before the expiration date hereof, the issuing company will endeavor to mail (number of days) days written notice to the named holder, but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives." This is unacceptable.

Awarding Public Agency has the right of notice of cancellation, nonrenewal and reduction of coverage, as a requirement in the contract. Awarding Public Agency relies upon the Certificate of Insurance as evidence of contract compliance.

The authorization requirement (that the authorized representative signing the Certificate of Insurance provide written acknowledgment by the insurance company or companies to the Awarding Public Agency) is written proof that the person signing the Certificate is legally authorized by the insurance company or companies to obligate them, as shown in the Certificate.

The Awarding Public Agency must have positive evidence in the form of the Certificate of Insurance that the insurance requirements of the contract have been met and will continue to be met without interruption during the term of the contract.

No activity will begin until the insurance Certificate is received. Your cooperation in providing the Awarding Public Agency with acceptable evidence of insurance compliance will prevent confusion and delay.

LIST OF DOCUMENTS REQUIRED FOR THIS BID

Project Number: WA-2023-00056 / ARP-23-0010-DPG
Description: OKC 577 Water Main Installation I-240 Service Road from N Eastern Avenue to N Bryant Avenue

The Bidder is responsible for reviewing this list of required documents and any requirements of the Bidding Documents and/or Special Provisions - Technical and assuring that each and every required document is properly completed. Forms and Affidavits should be completed and submitted in accordance with provisions of the "Signature Requirements for Bidding Documents." Bids not submitted in accordance with these requirements will be recommended for rejection. All documents required for this Bid are included in the Electronic Bidding Process.

DOCUMENTS REQUIRED FOR THIS BID

Completed Electronic Line Items (Item Response Form)

Affidavits

Bid Security

ARP-211

ARP-212

ARP-249

ARP-267

ARP-6100-2

ARP-6100-3

ARP-6100-4

DBE Certification

Failure to submit a required document may be cause for rejection of the Bid. However, the Awarding Public Agency reserves the right to require timely submission of document(s) required in the Bidding Documents.

Forms Not in Packet. If an item is listed on this page or in the Bidding Documents and the form is not included in this packet, it is the Bidder's responsibility to notify the City Clerk.

Forms to be Used. Bidder must use the forms provided in the Electronic Bidding Process. Bid Security form shall be provided by the Contractor.

SIGNATURE REQUIREMENTS FOR BIDDING DOCUMENTS

All Bidding Documents and Contract Documents must be signed by a person having the legal authority to bind the Bidder/Contractor and be completed in accordance with the rules listed below.

PART I. A. INSTRUCTIONS FOR SUBMISSION OF BIDS

- (1) The name of the individual, limited liability company, partnership, corporation or joint venture submitting the Bid must be provided. The Bidding Documents must be electronically signed in accordance with the requirements of Part I.B. herein. The name and title of each person who electronically signed the Bidding Documents must be provided.
- (2) All blank spaces in the Bidding Documents, which require the provision of any information or any statement from the Bidder must be filled in or the Bid may be rejected.
- (3) All Affidavits must be completed, signed and submitted electronically.
- (4) The Bid Security must be submitted with the Bid in accordance with the Bidding Documents

PART I. B. SIGNATURE REQUIREMENTS FOR SUBMISSION OF THE BIDDING DOCUMENTS

- (1) Bids submitted by a Corporation: Bidding Documents must be electronically signed by the President or Vice President of the corporation, or comply with Part I.B.(6).
- (2) Bids submitted by a Sole Proprietorship or Individual: Bidding Documents must be electronically signed by the owner or individual, or comply with Part I.B.(6).
- (3) Bids submitted by a Partnership: Bidding Documents must be electronically signed by a General Partner, or comply with Part I.B.(6).
- (4) Bids submitted as a Joint Venture: Bidding Documents must be electronically signed by an authorized agent having authority to bind the Joint Venture and comply with Part I.B.(6).
- (5) Bids Submitted by a Limited Liability Company: Bidding Documents must be electronically signed by the Manager or an authorized agent having authority to bind the limited liability company, or comply with Part I.B.(6). Such Bids must be accompanied by the documentation required in Part II.B. (5) below.
- (6) Signature Requirements for Bidder's Authorized Agent: Some businesses may delegate the authority to sign the Bidding Documents to an authorized agent. In such cases, all documents requiring signature must be electronically signed by the "authorized" agent. Attached to the Bidding Documents must be the documentation required in Part II.B.(6) below.

(7) Additional Documentation: Additional documentation of authority may be required on any authority issue or Contract issue.

PART II. A. INSTRUCTIONS FOR SUBMISSION OF THE CONTRACT DOCUMENTS

(1) All documents listed on the "List of Contract Documents" must be submitted within seven (7) calendar days following the Awarding Public Agency's notification of its intent to award Contract, unless that time is extended by the Awarding Public Agency (if the Bidder shows delays in returning the contract are beyond the Bidder's control).

(2) The Contract and other forms must be signed and, if so provided on the form, notarized. Where notarization is required, the notary must legibly: enter the date; enter the name and title of the affiant (person(s) sworn); sign as Notary Public; provide the date of commission expiration; and may impress his/her notary seal or stamp, where applicable.

(3) Type or legibly print the name of the individual, limited liability company, partnership, corporation or joint venture awarded the Contract on the line provided for this information. The name and title of each person who signed the Contract Documents must be typed or legibly printed on the line below the signature line.

PART II. B. SIGNATURE REQUIREMENTS FOR SUBMISSION OF THE CONTRACT AND BONDS

(1) Contracts submitted by a Corporation: Contract Documents must have the original ink signature of the President or Vice President of the corporation. That signature must be witnessed by the Corporate Secretary or Assistant Corporate Secretary, and the firm's corporate seal, if any, must be affixed in accordance with 18 O.S. (2011) § 1016. Should the corporation not have a seal or should the seal not be available, then the person signing must demonstrate authority to bind the corporation, as set forth in paragraph II.B.(6) below. The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.

(2) Contracts submitted by a Sole Proprietorship or Individual: Contract Documents must have the original ink signature of the owner or individual, respectively, on the signature line, or comply with Part II.B.(6). The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.

(3) Contracts submitted by a Partnership: Contract Documents must have the original ink signature of a General Partner on the signature line, or comply with Part II.B.(6). The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.

(4) Contracts submitted by a Joint Venture: If two or more parties submit a joint Bid, the Contract Documents must be signed in ink by the appropriate representatives of each/all parties. Any of the parties which are corporations must have the appropriate signature(s) and attestation(s) as provided above, or comply with Part II.B.(6). The Contract Documents should be altered, but only to add the signature lines (name of Contractor, signature line, name and title line, and

attestation line) to meet this requirement. The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.

(5) Contracts Submitted by a Limited Liability Company: Contract Documents must have the original ink signature of the Manager or an authorized agent having authority to sign contracts and bonds and to bind the limited liability company. Attached to the Contract Documents, signed by the authorized agent, must be a properly executed copy of the articles of organization; the operating agreement; and any bylaws, resolution or other document of the authorizing entity, specifically providing the authorized agent with the authority to execute the Contract Documents on behalf of and binding the authorizing entity. All documents designating and authorizing the agent to bind the limited liability company must be notarized by a Notary Public who will complete the required information and may affix his/her seal or stamp. The name and title of each person who signed the Contract Documents must be typed or legibly printed on the line below the signature line. Additional pages may be added, but each signature must be properly notarized.

(6) Signature Requirements for Bidder's Authorized Agent: Some businesses may delegate the authority to sign the Contract Documents to an authorized agent. In such cases, all Contract Documents requiring signature must have the original ink signature of the "authorized" agent. Attached to the Contract Documents, signed by the authorized agent, must be a properly executed power of attorney or other document of the authorizing entity, specifically providing the "authorized" agent with the authority to execute the Contract Documents on behalf of and binding the authorizing entity. Each signature on the authorizing documents must be notarized by a Notary Public who will complete the required information and may affix his/her seal or stamp. The name and title of each person who signed the Contract, Bond, or any authorizing document must be typed or printed on the line below the signature line. Additional pages may be added, but all signatures must be properly notarized. If attachments to the Bid Documents are required by this section, attachments may be uploaded through the Electronic Bidding Process.

(7) Additional Documentation: Additional documentation may be required.

Agenda Item 2393

**TEMPORARY RIGHT OF ENTRY LICENSE TO
DEPARTMENT OF THE AIR FORCE**

From

**OKLAHOMA INDUSTRIES AUTHORITY
OKLAHOMA CITY, OKLAHOMA**

FOR

TINKER AIR FORCE BASE

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THIS TEMPORARY LICENSE is made as of the _____ day of December 2023, by and between Oklahoma Industries Authority, an Oklahoma public trust (the “Licensor”) and The United States of America, acting by its Secretary of the Air Force (the “Government”). The Licensor and the Government may sometimes be referred to jointly as the “Parties,” and each separately as a “Party.” The term “Licensor” includes its successors and assigns, if any. Government includes its assigns, if any.

The Government is entering into the License under the authority contained in 10 U.S.C. § 9013.

Licensed Premises includes the real property described on Exhibit A and depicted on Exhibit B together with the right of the Government and its officers, employees, invitees, licensees, agents and contractors to use the streets within the License Premises, driving areas within the License Premises, and access gate around the real property for access to and from public streets and highways (the “Licensed Premises”).

NOW, THEREFORE, the Licensor, for the consideration set forth below, hereby Licenses to the Government the Licensed Premises (identified below), subject to the following Paragraphs:

BASIC TERMS

1. TERM

1.1. Term. Two (2) years, beginning on _____ 2023, (Term Beginning Date) and ending on 30 November 2025, unless terminated as specified elsewhere in this License (“Term”).

2. LICENSE FEE

2.1. This is a no cost temporary license.

2.2. EXISTING LEASE; EXISTING DECLARATION.

The Licensor has disclosed to the Government and the Government acknowledges that the property shown on Exhibit A as the “Boeing Leased Property” is leased by the Licensor to The Boeing Company, a Delaware corporation (“Boeing”) pursuant to a Lease Agreement dated June 1, 2015 (as amended by amendments dated, respectively, December 18, 2015; May 29, 2020; and March 30, 2023; the “Boeing Lease”).

A memorandum of the Boeing Lease has been recorded in the records of Oklahoma County under recording number 20150821011128330.

The Boeing Leased Property includes the Licensed Premises.

The Licensor has further disclosed to the Government and the Government acknowledges that the Boeing Leased Property, including the Licensed Premises are subject to a Declaration of Covenants, Conditions, and Restrictions dated August 10, 2015 (the “Declaration”).

The Declaration has been recorded in the records of Oklahoma County under recording number 20210821011128320.

The Government agrees that in exercising its rights under this License, the Government will not interfere with Boeing's right to quiet enjoyment of the part of the Boeing Leased Property that lies outside of the Licensed Premises and will limit its activities to the Licensed Premises. The Government further agrees that in exercising its rights under this License it will comply with the terms and conditions of the Declaration.

The Government and the Licensor agree that they intend that Boeing is a third-party beneficiary of the provisions set out in this Section 2.2.

3. NOTICE

3.1. Whenever the Government or the Licensor shall desire to give or serve upon the other a notice or other communication with respect to this License or with respect to the Licensed Premises and any improvements located thereon, each such notice or other communication shall be in writing and shall not be effective for any purpose unless same shall be given or served by personal delivery to the Party or Parties to whom such notice or other communication is directed or by mailing the same, in duplicate, to such Party or Parties through a nationally recognized and reputable overnight delivery service at the regular delivery address for the parties specified below. In the latter case, delivery shall be effective on the date confirmed by the records of such service. All correspondence that must be sent, and all notices required or desired to be given under this License, must be addressed, if to the Air Force, to:

Address of the Government:

72ABW/CEIA
Real Property Office
7535 5th Street
Tinker AFB, OK 73145
Phone: (405)734-3173
Email: 72ABW.CE.RealProperty@us.af.mil

With a copy to:

OKLAHOMA CITY UTILITIES TRUST
City of Oklahoma City
Utilities Department
420 W. Main, Ste. 500
OKC, OK 73102
Phone: 405.297.3843
Email: racheal.pierce@okc.gov
Address of the Licensor:

OKLAHOMA INDUSTRIES AUTHORITY

105 N Hudson Ave STE 101
Oklahoma City, OK 73102-4801

With a copy to:
THE BOEING COMPANY
6001 S. Air Depot Blvd.
M/C 66133-4NE
Oklahoma City, Oklahoma 73135

4. ACCESS AND INSPECTION

4.1. Licensor shall have the right to access the Licensed Premises for purposes of inspection at any reasonable time with reasonable prior notice to the Government.

5. DEFAULT AND TERMINATION

5.1. The failure of the Licensor or the Government to comply with any provision of this License, where such failure to comply continues for thirty (30) days after delivery of written notice, shall constitute a default or breach of this License. If, however, the time required to return to compliance exceeds the thirty (30) day period, the defaulting Party shall not be deemed to be in default if within such period the actions necessary to bring the License into compliance have begun and are diligently and continuously pursued to until the default has been cured.

5.1.1. In the event of any default and breach of this License, the non-defaulting Party may terminate this License at any time after expiration of the cure period provided for in Paragraph 5.1 upon written notice of the termination. The termination notice shall be effective as of a date to be specified in the notice, which shall be at least seven (7) but not more than thirty (30) days after receipt of the notice.

5.2. The Government may terminate this License at any time by giving the Licensor at least thirty (30) days' prior written notice.

5.3. The Government shall vacate and surrender the Licensed Premises to the Licensor on or before the date of expiration of the License, or its earlier termination. The Government will remove all of its property from the Licensed Premises and restore the Licensed Premises to as good order and condition as that existed on the Term Beginning Date.

OPERATION OF THE PREMISES

6. CONDITION OF LICENSED PREMISES.

6.1. Prior to the Term Beginning Date, a physical condition report (PCR), for the Licensed Premises will be delivered to the Licensor and is attached as Exhibit C hereto. The PCR, sets forth those environmental conditions and matters on and affecting the Licensed Premises on the License

Effective Date as determined from the records and analyses reflected therein. Licensor shall have the opportunity to review and present any disputes or changes to the PCR within fifteen (15) days of receipt of the PCR from Government. Any failure on the part of the Licensor to fully disclose any known latent defect on the Licensed Premises shall be grounds for termination of this License by the Government. A separate PCR for the Licensed Premises shall be prepared by the Government, after the expiration or earlier termination of this License (“Final PCR”). Such Final PCR, shall document the environmental conditions and matters on and affecting the Licensed Premises on the Term Expiration Date as determined from the records and analyses reflected therein. The Final PCR, will be used by the Government to determine any obligations to maintain and restore the Licensed Premises under this License.

7. CONSTRUCTION AND ALTERATIONS

7.1. The Government may place, or make minor improvements, structures, alterations, or additions to, or installations upon, and otherwise modify or alter the Licensed Premises (“Alterations”) consistent with the rights pursuant to this License. Unless otherwise agreed in writing, all Alterations shall remain the property of the Government when affixed to the Licensed Premises.

8. MAINTENANCE OF LICENSED PREMISES

8.1. The Government shall keep the Licensed Premises in good order and repair during the Term.

9. UTILITIES AND SERVICES

9.1. (Reserved)

10. USE OF LICENSED PREMISES

10.1. Permitted Uses. This License authorizes the use of the Licensed Premises for ingress and egress to Government’s construction project on property north of the Licensed Premises and no other purpose is authorized.

10.2. Government Provided.

10.2.1. Government will provide signage to direct construction vehicles to the Licensed Premises.

10.2.2. Government will provide vehicle barriers on the paved surfaces to restrict access to the Licensed Premises.

10.3. Government Rights.

10.3.1. The right of ingress and egress for construction related vehicles, personnel, and equipment to access Tinker AFB on, over, and across the Licensed Premises.

The right to install and maintain a temporary road and barrier in the unpaved grass of the Licensed Premises as identified in **EXHIBIT B**. The barrier and all gravel used on the roadway will be removed at or before the termination of the License. Such items will be removed by the Government at its sole cost.

10.3.2. The right to install, maintain, and remove a temporary access gate to Tinker AFB. The gate will be removed at or before the termination of the License. Such item will be removed by the Government at its sole cost.

10.3.3. The Government will notify the Licensor or an authorized user at least 3 business days in advance of all Government construction work that will exceed 35ft in height.

10.3.4. Government Rights extend only to the Licensed Premises as identified in **EXHIBIT B**. The Government and its authorized users will not trespass onto any of the Licensor property outside of the Licensed Premises.

10.4. Government's use of the Licensed Premises shall comply, at Government's sole cost and expense, with all Applicable Laws (defined below).

ENVIRONMENT

11. ENVIRONMENTAL PROTECTION

11.1. Compliance with Law. The Government accepts the Leased Premises in its current and as-is condition. The Government is aware of the current environmental conditions of the Leased Premises and accepts and uses the Leased Premises at its own risk. The Government shall comply, at its sole cost and expense, with the Federal, state, and local laws, regulations, and standards that are or may become applicable to its activities on the Licensed Premises, including, without limitation, obtaining any environmental permits required for its operations under this License. The Government, however, shall not be responsible for any act or omission of the Licensor or other grantees that contaminates the Licensed Premises, and the Licensor agrees to comply with all applicable environmental laws and regulations as a result of any such act or omission.

12. HISTORIC PROPERTY

12.1. The Government will comply with all laws applicable to historical property located on the Licensed Premises, if any.

CHANGES IN OWNERSHIP OR CONTROL

13. ASSIGNMENT

13.1. The Government may not assign this License to a non-Federal entity without the prior written consent of the Licensor, which shall not be unreasonably withheld, delayed, or qualified.

14. EASEMENTS AND RIGHTS OF WAY

14.1. This License is subject to all existing licenses, easements, rights-of-way, or other encumbrances related to the Licensed Premises (“Encumbrances”), including the Boeing Lease and the Declaration (both of which are identified in Section 2.2).

14.2. The Licensor has identified all known Encumbrances in the attached Exhibit D.

14.3. The holders of such Encumbrances shall have reasonable rights of ingress and egress over the Licensed Premises in order to exercise their rights under such Encumbrances.

14.4. The Licensor represents and warrants that any and all existing known Encumbrances are not inconsistent with the use for which this License is issued. Licensor agrees that any future Encumbrances during the Term of this License will not unreasonably interfere with the Government’s use.

GENERAL PROVISIONS

15. HEADINGS OR TITLES.

15.1. The brief headings or titles preceding each Paragraph are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction of this License.

16. COUNTERPARTS.

16.1. This License may be executed in counterparts, each of which is deemed an original and together will be deemed one and the same agreement. Signatures delivered by facsimile or email, shall be deemed originals unless and until replaced by original signatures.

17. ENTIRE AGREEMENT.

17.1. It is expressly agreed that this License embodies the entire agreement between the Parties regarding the use of the Licensed Premises by the Government, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this License. This License may only be modified or amended by mutual agreement of the Parties in one writing signed by each Party, subject to the provisions of Section 23.1 of this License.

18. TIME OF THE ESSENCE.

18.1. Time shall be of the essence with this License.

19. TAXES.

19.1. The Licensor shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments, and similar charges that, at any time during the term of this License, may be imposed upon the Licensor with respect to the Licensed Premises.

20. GENERAL INDEMNIFICATION BY GOVERNMENT.

20.1. The Government cannot indemnify the Licensor for any purpose.

21. INSURANCE.

21.1. The Government is self-insured.

22. DISPUTES.

22.1. The Parties shall at all times try to resolve disputes in an amicable manner. However, the Parties reserve all rights afforded them under law to resolve any such dispute by any lawful means.

23. AMENDMENTS.

23.1. This License may be amended at any time by mutual agreement of the Parties in one writing and signed by a duly authorized representative of each Party. The Parties will not amend Section 2.2 of this License or Exhibit A, B, or D of this License without the prior written consent of Boeing.

24. REPORT TO CONGRESS.

24.1. This License is not reportable under 10 U.S.C. 9013.

25. DAMAGE TO GOVERNMENT PROPERTY.

25.1. The Licensor shall not be responsible for damage to Government property pursuant to any rights provided under this License, except those of gross negligence or willful misconduct on the part of Licensor and such agents and/or assigns.

26. COMPLIANCE WITH APPLICABLE LAWS.

26.1. The Government will comply with all applicable laws in its use and occupancy of the Licensed Premises (“Applicable Laws”). Nothing in this License shall be construed to constitute a waiver of Federal Supremacy or Federal sovereign immunity.

26.2. “Applicable Laws” means, collectively, all present and future laws, ordinances, rules, requirements, regulations, and orders of the United States, the State where the Licensed Premises is located and any other public or quasi-public federal, State, or local authority, and/or any department or agency thereof, having jurisdiction over the Licensed Premises.

27. RESTRICTIONS ON USE OF LICENSED PREMISES.

27.1. As set out in Section 2.2 of this License.

28. EXHIBITS.

28.1. Four (4) exhibits are attached to and made a part of this License, as follows:

- Exhibit A – Description of License Premises
- Exhibit B – Map of the Licensed Premises
- Exhibit C – Physical Condition Report
- Exhibit D – List of Encumbrances

IN WITNESS WHEREOF, the Parties have caused this License to be executed by their duly authorized representatives on the dates shown below.

LICENSOR

OKLAHOMA INDUSTRIES AUTHORITY

Date: _____

By: _____
Clayton I. Bennett
Chair of Oklahoma Industries Authority

GOVERNMENT

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

Date: _____

By: _____
ABIGAIL L. RUSCETTA, COLONEL, USAF
COMMANDER, TINKER AFB, OKLAHOMA

EXHIBIT A— DESCRIPTION OF PREMISES

Licensor: Oklahoma Industries Authority

Physical Address: 6811 SE 59TH ST Oklahoma City, Oklahoma

Legal Description: UNPLTD PT SEC 21 11N 2W 000 000 PT SE4 SEC 21 11N 2W BEG 674.76FT W OF SE/C SE4 TH W132.24FT N306.57FT W407.78FT S306.57FT W100.98FT N1316.80FT E1313.88FT S1022.93FT W675.23FT S292.57FT TO BEG CONT 32.30ACRS MORE OR LESS

Licensed Premises: Beginning point is located at the property’s southwest corner then north 1,269 feet, then east 749 feet, then south 70 feet, then west 655 feet, then southwest 45 feet, then south 1,168 feet, then west 63 feet to the beginning point.



EXHIBIT B— MAP OF LICENSE PREMISES

The Licensed Premises Right of Entry (colored blue) is located along the western and northern perimeter of the Property. Government ingress and egress (colored purple) is only Licensed through the Property's southwest entrance. A gravel road (colored red) will be placed by the Government in the blue License Premises grassy area. A temporary barrier (colored yellow) will be placed by the Government in the grassy area of the Licensed Premises. A temporary gate (colored green) will be added by the Government to the existing Tinker AFB/OIA fence and will be locked when not in use.

Government may place vehicle barriers to the east of the License Premises to separate the licensed construction road from the non-licensed vehicle parking lot. Government will install signs to direct construction vehicles to the right of entry License Premises ingress and egress access point.



EXHIBIT C— PHYSICAL CONDITION REPORT

The PCR, titled Air Force/Boeing Right of Entry Physical Condition Report and dated on or before November 1, 2023 is hereby incorporated by this reference.

EXHIBIT D—LIST OF OUTGRANTS

The Boeing Lease referred to in Section 2.2 of this License: Lease Agreement dated June 1, 2015 as amended by amendments dated, respectively, December 18, 2015; May 29, 2020; and March 30, 2023.

A memorandum of the Boeing Lease has been recorded in the records of Oklahoma County under recording number 20150821011128330.

The Declaration of Covenants, Conditions, and Restrictions dated August 10, 2015, recorded in the records of Oklahoma County under recording number 20210821011128320.

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 202__, and is made retroactive to August 2, 2021 (“Effective Date”) by and between the Oklahoma Industries Authority, an Oklahoma public trust (“OIA”), as Lessor, and the Oklahoma City Public Property Authority, an Oklahoma public trust (“OCPPA”), as Lessee.

WITNESSETH:

WHEREAS, OIA constructed the Metro-Conncourse, which is composed of a network of inner-connected pedestrian tunnels which link several significant public and private buildings in the Central Business District of Downtown Oklahoma City; and

WHEREAS, portions of the Metro-Conncourse are constructed within and under various public rights-of-way, pursuant to Revocable Permits granted to OIA by The City of Oklahoma City (“City”); and

WHEREAS, on April 17, 2001, the City Council of the City approved a Resolution creating the Downtown Business Improvement District (“Downtown BID”), Oklahoma City Improvement and Special Services Assessment District Number Two, pursuant to the Oklahoma Improvement District Act, 11 O.S. § 39-101, *et seq.*, upon Petition of the property owners in Downtown Oklahoma City; and

WHEREAS, the Downtown BID was created to provide improvement and special services, which confer special benefits upon property within the District, specifically including continual maintenance of the Metro-Conncourse; and

WHEREAS, OIA and OCPPA previously entered into a Lease Agreement dated August 3, 2004, by which OCPPA leased the Metro-Concourse from OIA, which authorized OCPPA to operate, maintain, and improve the Metro-Conncourse through a contract with Downtown Oklahoma City, Inc. (“DOKC”); and

WHEREAS, the 2004 Lease expired on August 2, 2021, leaving the parties with a month-to-month leasing arrangement; and

WHEREAS, it is the desire of OIA and OCPPA to enter into another lease of the Metro-Conncourse and authorize OCPPA to operate and maintain the Metro-Conncourse and make improvements as necessary and desired.

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the material covenants hereinafter contained, the parties hereto do hereby contract, covenant, and agree as follows:

1. OIA does hereby lease and demise unto the OCPPA, and the OCPPA does hereby lease and take from the OIA, all of OIA's right, title, and interest in and to the Metro-Conncourse as more specifically described in Exhibit A attached hereto, together with all the rights, easements, entrances, approaches, and exits appurtenant to the Metro-Conncourse.

2. During the term of this Agreement, the OCPPA will have the sole right to the continuous use, occupancy, management, maintenance, and operation of the Metro-Conncourse for any and all lawful purposes and may make improvements thereto.

3. OCPPA covenants that during the term of this Agreement, the Metro-Conncourse shall be primarily used for a public pedestrian concourse and mall, and related purposes, but with the understanding and agreement that OCPPA may also utilize the Metro-Conncourse for other public purposes not inconsistent with such primary use.

4. The term of this Agreement shall commence on the Effective Date of the Agreement and continue until December 31, 2024.

5. OCPPA is hereby granted the right to sublease and/or license the Metro-Conncourse, or any portion thereof, under such terms as OCPPA deems to be in the public interest.

6. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party.

7. Notices or other communications between the parties provided for herein shall be sufficient if sent by U.S. Mail, postage paid to the following:

OCPPA: Oklahoma City Public Property Authority
Attn: Craig Freeman, General Manager
200 N. Walker, 3rd Floor
Oklahoma City, OK 73102

With copy to: Oklahoma City Public Property Authority
Attn: Amy Simpson, Secretary
200 N. Walker, 2nd Floor
Oklahoma City, OK 73102

OIA: Oklahoma Industries Authority
Attn: Kenton Tsoodle, General Manager
105 N. Hudson, Ste. 10
Oklahoma City, OK 73102

8. All terms, provisions, covenants, and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors, and assigns of the respective parties hereto.

9. If any one or more covenants or provisions of this Agreement shall be determined by a court to be invalid, the invalidity on the covenant or provision shall in no way affect the validity and effectiveness of the remainder of the Agreement and the remainder shall continue in full force to the extent permitted by law.

IN WITNESS WHEREOF, the parties approve this Agreement.

APPROVED by the Trustees and Signed by the Chairman of the Oklahoma City Public Property Authority this _____ day of _____, 202__.

ATTEST:

OKLAHOMA CITY PUBLIC
PROPERTY AUTHORITY

Secretary

By: _____
Chairman

REVIEWED for form and legality.

Assistant Municipal Counselor

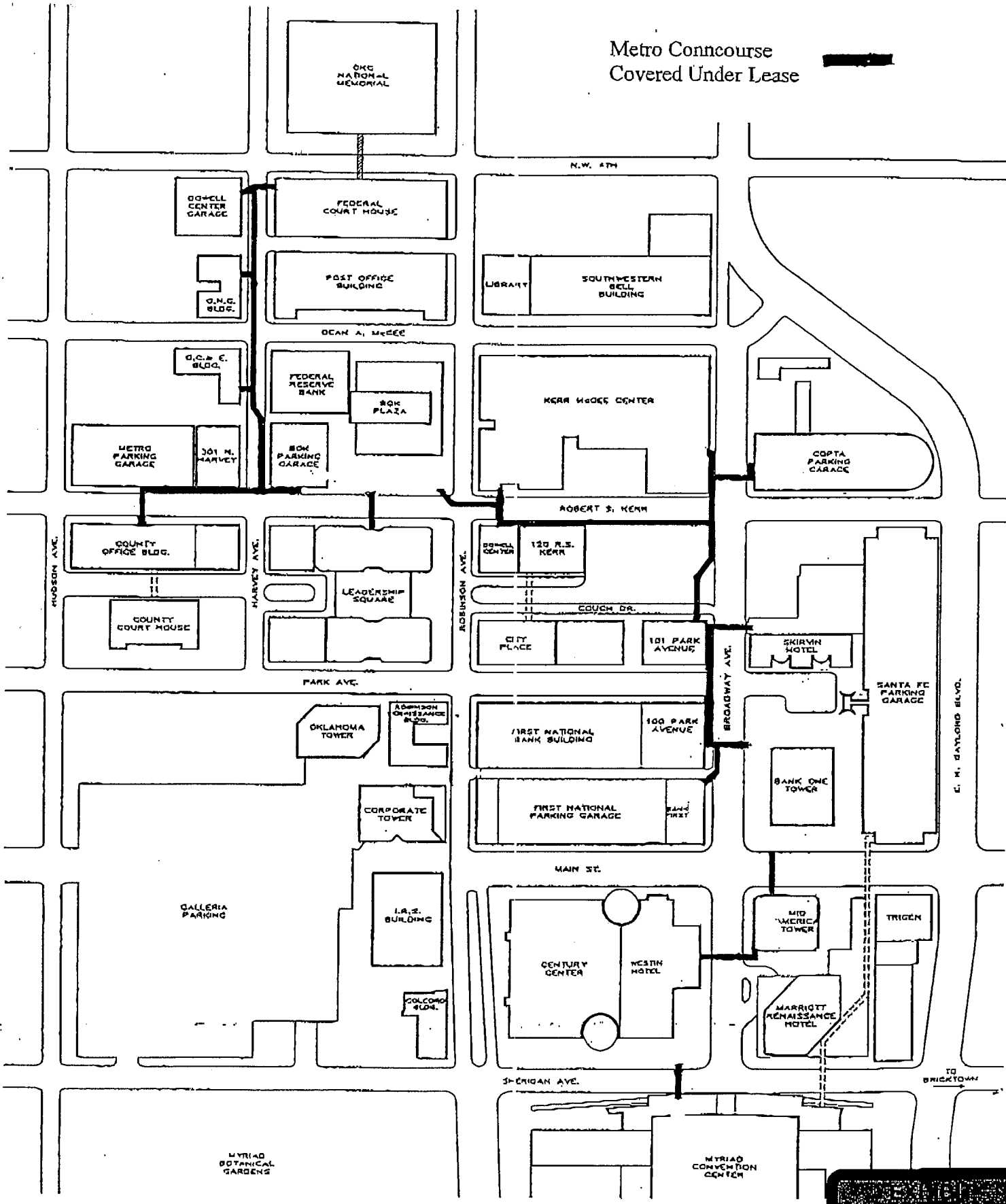
APPROVED by the Oklahoma Industries Authority this _____ day of _____, 202__.

Clayton I. Bennett, Chair

ATTEST:

Secretary

Metro Concourse
Covered Under Lease



METRO CONCOURSE SYSTEM
OKLAHOMA CITY



THE TRUSTEES OF THE OKLAHOMA INDUSTRIES AUTHORITY MET IN SPECIAL SESSION, ON THE 13TH DAY OF DECEMBER, 2023, AT _____ O'CLOCK _____.M.

PRESENT:

ABSENT:

Notice of this special meeting was given in writing to the County Clerk of Oklahoma County, Oklahoma, forty-eight (48) hours prior to such meeting and public notice of this meeting was posted in prominent view at the office of the Authority as well as at the place of said meeting twenty-four (24) hours prior to this meeting, excluding Saturdays, Sundays and legal holidays, all in compliance with the Oklahoma Open Meeting Act.

(OTHER PROCEEDINGS)

THEREUPON, the Chairman introduced a Resolution and after discussion and upon motion by Trustee _____, seconded by Trustee _____, the Resolution was adopted by the following vote:

AYE:

NAY:

Said Resolution as adopted is as follows:

RESOLUTION

RESOLUTION AUTHORIZING THE OKLAHOMA INDUSTRIES AUTHORITY TO ISSUE ITS LEASE REVENUE BONDS OR NOTES, IN ONE OR MORE SERIES, ON A TAXABLE OR TAX EXEMPT BASIS, (THE "OBLIGATIONS") IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$30,000,000; AUTHORIZING EXECUTION OF A CERTIFICATE OF DETERMINATION SETTING FORTH THE INTEREST RATES, REDEMPTION PROVISIONS, SIZE, AND MATURITIES OF THE OBLIGATIONS; WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE SALE OF THE OBLIGATIONS AT NEGOTIATED SALE AT A PRICE LESS THAN PAR, INCLUDING ORIGINAL ISSUE DISCOUNT; APPROVING THE FORM OF THE BOND PURCHASE AGREEMENT, IF NECESSARY; APPROVING AND AUTHORIZING EXECUTION AND DELIVERY OF THE OBLIGATIONS, AN INDENTURE OF TRUST (THE "INDENTURE"), A LEASE PURCHASE AGREEMENT AND ADDITIONAL DOCUMENTS SUPPORTING THE TRANSACTION; AUTHORIZING A PRELIMINARY OFFICAL STATEMENT, OFFICIAL STATEMENT, LIMITED

OFFERING MEMORANDUM OR OTHER OFFERING DOCUMENT;
AUTHORIZING THE EXECUTION, MODIFICATION AND DELIVERY OF
ANY DOCUMENTS REGARDING THE OBLIGATIONS INCLUDING
SECURITY, TAX, AND OTHER DOCUMENTS AS DEEMED NECESSARY
BY STAFF; AND CONTAINING OTHER PROVISIONS RELATED
THERE TO.

WHEREAS, pursuant to a Trust Indenture dated as of December 15, 1966, as amended, for the use and benefit of Oklahoma County, Oklahoma (herein called “County”), under the authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Sections 176 *et seq.*, as amended (the “Act”), the Oklahoma Industries Authority (the “Authority”) has been duly established as a public trust and an agency of the State of Oklahoma (the “State”) for public purposes as therein provided; and

WHEREAS, the County, designated in said Trust Indenture as the beneficiary thereof, acting through its Board of County Commissioners, has adopted a Resolution accepting the beneficial interest therein on behalf of said County; and

WHEREAS, the Authority is authorized under said Trust Indenture and the Act to issue obligations, to provide funds to finance and refinance facilities for the use of the County, as well as stimulate the economy of the County and provide additional employment opportunities within and without the territorial limits of the County; and

WHEREAS, the Authority has previously issued its Lease Revenue Refunding Note, Taxable Series 2020 (Oklahoma County Facilities Project) (the “2020 Note”) for the purpose of refunding the outstanding principal amount of its Lease Revenue Bonds, Series 2012A which were originally issued to assist the County in financing certain public and private improvements including construction of parking facilities; and

WHEREAS, the Oklahoma County Public Buildings Authority (the “PBA”) and the County desire to finance additional capital improvements benefiting the County; and

WHEREAS, the Authority has determined to issue its Lease Revenue Bonds or Note, Series 2024 (Oklahoma County Facilities Project) in the aggregate principal amount of not to exceed \$30,000,000 (the “Obligations”) for the purpose of providing funds to (i) finance capital improvements benefitting Oklahoma County (the “Project”), (ii) funding a debt service reserve fund or surety policy, if deemed necessary, (iii) funding any related capitalized interest or working capital, if deemed necessary, and (iv) paying certain costs associated with the issuance of the Obligations; and

WHEREAS, the Obligations shall be equally and ratably secured with the 2020 Note; and

WHEREAS, the Authority has determined that the Project will be in furtherance of the purposes of the Act and the Trust Indenture creating the Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE OKLAHOMA INDUSTRIES AUTHORITY:

SECTION 1. INDEBTEDNESS AUTHORIZED; CERTIFICATE OF DETERMINATION. The Authority approves an indebtedness by the issuance of its Lease Revenue Bonds or Notes, in one or more series or subseries, in the aggregate principal amount of not to exceed \$30,000,000 (the “Obligations”), for the purpose of (i) accomplishing the Project, (ii) funding a debt service reserve fund or surety policy, if deemed necessary, (iii) funding any related capitalized interest or working capital, if deemed necessary, and (iv) paying certain costs associated with the issuance of the Obligations. The Chairman or Vice Chairman are hereby authorized to execute a Certificate of Determination establishing the principal amount, payment dates, interest rates and appropriate title or series designation, if necessary, and redemption provisions with respect to the Obligations. The Obligations shall be issued in the form and manner as provided in, and shall be delivered in accordance with, the terms and provisions of an Indenture of Trust. The Obligations shall not constitute obligations of the State of Oklahoma or any political subdivision or agency thereof or personal obligations of the Trustees of the Authority or general obligations of the Authority, but shall be limited obligations of the Authority payable solely from and secured by the Trust Estate established therefore under the Indenture, including amounts received from or on account of the Borrower.

SECTION 2. DESIGNATING UNDERWRITERS; WAIVING COMPETITIVE BIDDING ON SALE OF THE OBLIGATIONS. Competitive bidding on the sale of said Obligations is waived and the Obligations are authorized to be sold to either (a) a financial institution as a private placement, or (b) an underwriting firm or firms (collectively, the “Underwriter”) pursuant to the terms of the Bond Purchase Agreement defined in Section 3 herein (in either instance, to be designated in the Certificate of Determination of the Authority and referred to as the “Purchaser”). The Obligations are authorized to be sold to the Purchaser at negotiated sale at a discount of not to exceed 1.0% representing the Purchaser’s discount and not to exceed 4.0% representing original issue discount as shall be more fully described along with the maturities and interest rates as set forth in a Certificate of Determination on the day of pricing of the Obligations, provided the average rate of interest shall not exceed the limits as provided in the Oklahoma Public Trust Act.

SECTION 3. BOND PURCHASE AGREEMENT. The form of the Bond Purchase Agreement between the Authority, the Borrower and the Underwriter (the “Bond Purchase Agreement”), copies of such instrument is presently on file in the Office of the Authority Secretary and with the minutes of this meeting being made a part hereby of reference, is hereby approved with such additions, omissions and changes as may be approved by the persons executing the same upon review by and consultation with Authority Counsel, and the Chairman or Vice-Chairman and Secretary or Assistant Secretary of the Authority are authorized and directed to execute and deliver same for and on behalf of the Authority.

SECTION 4. INDENTURE. The Series 2023 Supplemental Indenture, as it amends that certain Note Indenture dated as of April 1, 2020 (collectively, the “Indenture”), by and between the Authority and BancFirst, Oklahoma City, Oklahoma, as Trustee (the “Trustee”), authorizing the issuance of and securing the payment of the Obligations approved in Section 1 hereof, is hereby approved with such additions, omissions and changes as may be approved by the persons executing the same and the General Manager, Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority are authorized and directed to execute and deliver same for and on behalf of the Authority. Provided however, the Authority reserves the right and approves and authorizes the entering into a new Bond or Note Indenture by and between the Authority and Trustee if deemed necessary by Bond Counsel.

SECTION 4. LEASE PURCHASE AGREEMENT. The Third Amendment to Lease Purchase Agreement, as it amends that certain Lease Purchase Agreement dated as of July 1, 2003, as previously amended (collectively, the “Lease Purchase Agreement”), by and between the Authority and PBA, is hereby approved and authorized. Provided however, the Authority reserves the right and approves and authorizes the entering into a new Lease Purchase Agreement by and between the Authority and PBA if deemed necessary by Bond Counsel. The Lease Purchase Agreement shall serve as additional security which may be pledged to the payment of the Obligations of the PBA under said Lease Purchase Agreement are hereby approved. The General Manager, Chairman and Vice Chairman and Secretary or Assistant Secretary of the Authority are hereby authorized and directed to execute and deliver same for and on behalf of the Authority, with such additions, omissions and changes as may be approved by the persons executing the same, their execution being conclusive evidence of their approval of any such additions, omissions and changes.

SECTION 5. ORGANIZATIONAL DOCUMENT SUBJECT TO THE INDENTURE. The organizational document creating the Authority is subject to the provisions of the Indenture referenced in Section 4 hereof.

SECTION 6. OFFICIAL STATEMENT. The forms of the Preliminary Official Statement and the Final Official Statement, or in the alternative a Limited Offering Memorandum (collectively, the “Official Statement”) outlining the terms, conditions and security for the Obligations are hereby adopted and approved and the General Manager, Chairman or Vice Chairman of the Authority is authorized to approve any corrections, additions or deletions thereto for and on behalf of the Authority and is further authorized and directed to execute and deliver same for and on behalf of the Authority. The General Manager, Chairman or Vice Chairman are authorized to approve any corrections, additions or deletions thereto for and on behalf of the Authority, and thereupon the Chairman or Vice Chairman of the Authority is authorized and directed to execute and deliver for and on behalf of the Authority a certificate deeming the Official Statement to be “final” in accordance with the requirements of Rule 15c2-12 of the Securities and Exchange Commission promulgated pursuant to the Securities and Exchange Act of 1934. The Authority authorizes the Underwriter to distribute the Official Statement in connection with the sale of the Bonds.

SECTION 7. CONTINUING DISCLOSURE AGREEMENT. The Continuing Disclosure Agreement is hereby approved in substantially the draft form as presented at this meeting with such additions, omissions and changes as may be approved by the persons executing the same upon review by and consultation with the legal counsel, and the General Manager, Chairman or Vice-Chairman and Secretary or Assistant Secretary of the Authority are authorized and directed to execute and deliver same for and on behalf of the Authority.

SECTION 8. AUTHORITY OFFICERS. Kenton Tsoodle, General Manager and Assistant Secretary, and John Williams, General Counsel and Assistant Secretary of the Authority, are hereby designated and appointed to serve separately as an authorized Authority officer with respect to the Obligations, and in addition, are each specifically authorized to execute and deliver any and all documents or certificates in relation thereto and approve all other documents necessary or expedient for delivery of the Obligations.

SECTION 9. EXECUTION OF NECESSARY DOCUMENTS. The General Manager, Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority are hereby authorized and directed on behalf of the Authority to execute and deliver the Obligations to the Purchaser upon receipt of the purchase price and are further authorized and directed to execute all necessary closing and delivery papers required by Bond Counsel including, but not limited to, the Obligations forms, closing certificates, or other security or securities-related documents, scope of services agreements for professional services associated with issuance of the Obligations, disbursement orders, or any other letter, representation or certification otherwise necessary and attendant to the issuance and delivery of the Obligations; approve the disbursement of the proceeds of the Obligations, including any costs of issuance; to approve and make any changes to the documents approved by this Resolution, for and on behalf of the Authority, the execution and delivery of such documents being conclusive as to the approval of any changes contained therein by the Authority; and to execute, record and file any and all the necessary financing statements, security instruments, including but not limited to the documents approved hereby, and to consummate the transaction contemplated hereby.

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RESOLUTION ADOPTED AND APPROVED this 13th day of December, 2023.

OKLAHOMA INDUSTRIES AUTHORITY

By _____
Chairman

ATTEST:

Assistant Secretary

STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

I, the undersigned Assistant Secretary of the Oklahoma Industries Authority, hereby certify that the foregoing Resolution was adopted at a meeting of the Trustees thereof on December 13, 2023, and that the Oklahoma Open Meeting Law was complied with for said meeting.

Assistant Secretary