



# McAlester City Council

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## NOTICE OF MEETING

### Special Meeting of the City Council Agenda

Wednesday, November 20, 2013 - 5:30 pm  
McAlester City Hall – Council Chambers  
28 E. Washington

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

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

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

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

#### CALL TO ORDER

*Announce the presence of a Quorum.*

#### ROLL CALL

#### SCHEDULED BUSINESS

1. Discussion of 2013 Concrete Panel Replacement Projects, past potential violations of competitive bidding requirements with possible action and/or recommendations by council to resolve said issues.

**ADJOURNMENT**

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**CERTIFICATION**

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*I certify that this Notice of Meeting was posted on this \_\_\_\_\_ day of \_\_\_\_\_ 2013 at \_\_\_\_\_ a.m./p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: [www.cityofmcalester.com](http://www.cityofmcalester.com).*

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**Cora M. Middleton, City Clerk**



# McAlester City Council

## AGENDA REPORT

Meeting Date: November 20, 2013  
Department: City Council  
Prepared By: Cora Middleton, City Clerk  
Date Prepared: November 15, 2013

Item Number: 1  
Account Code:  
Budgeted Amount:  
Exhibits: 9

### Subject

Discussion of 2013 Concrete Panel Replacement Projects, past potential violations of competitive bidding requirements with possible action and/or recommendations by council to resolve said issues.

### Recommendation

### Discussion

Attachments 1 through 9

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	CM	11/15/13
City Manager		

Electric Avenue, 2013 Concrete Panel Replacement Contract No. 4

October 16, 2013

I made a trip to the NW part of town on an errand this date by way of north Main then west on Electric to the detour sign located at D Street. As I turned north on D, at approximately 1:30 PM, I was looking at a workman running a pad type vibrating compactor on the surface of finished grade of the aggregate base course in the West bound, north lane immediately west of the D street intersection. I also noticed that the existing concrete appeared to be what I judged much less than the required eight (8) inches and more like approximately six (6) inches and possibly less. It was apparent that the aggregate base was graded to approximately match the existing bottom of the existing concrete. Following completion of my errand I came back by this same location just prior to 2 PM and attempted to contact David Medley on his cell phone, but he did not answer. I then called Richard Cotton and asked him about the required concrete thickness on this project and Richard stated he was only involved with setting grade stakes and I should probably talk to David.

I returned home and called City Manager, Pete Stasiak, immediately after talking to Richard and asked if he was available for a few minutes. He said he had about 20 minutes before leaving his office and I said I would be right up. I arrived in Pete's office and asked him to attempt to contact David Medley with the question as to what the project specifications required as pavement thickness on Electric. David's answer was it varied and the required thickness was to match same thickness as existing concrete. That was the end of the conversation. I then asked Pete to obtain a copy from the engineering department of the contract documents on this project which is 2013 Concrete Panel Replacement Project 4 in which a contract exists between the City of McAlester and the contractor, Katcon Inc. of McAlester.

The contract documents clearly state on page 2 of Information to Bidders under Project Requirements, Item 5. Place back 3,500 PSI concrete to eight inches (8") thickness and to proper grade. While it is true 2013 Concrete Panel Replacement contracts 1, 2 and 3 concrete thickness varied and replacement was to match thickness of existing concrete this is not the case on contract 4.

I stated to Pete that I was disturbed that our engineering department was not knowledgeable of their own set of specifications for this project and likewise not requiring enforcement of them. I would hazard an educated guess that all concrete placed prior to this referenced location lacks the required thickness of eight (8) inches. The only way to validate this would be by a substantial number of concrete cores taken, measured in accordance with ASTM methods and reported by a certified testing laboratory. While I believe there are other instances of non-compliance with these concrete panel replacement contracts meeting requirements of the contract specifications, this particular item is most serious and the consequences are very disturbing. I returned to the referenced location at approximately 6 PM and measured the thickness of existing concrete at SE corner of area described in paragraph one and found it to be in the order of five and one half inches.

At approximately 10:30 AM on October 17, I visited the location at Electric and "D" street referred in paragraph one of the above October 16 report. The placement of concrete in this area had been completed and placement was being accomplished in areas to the west of this location.

In the afternoon of October 18, I contacted Contech, Inc., the only other of two companies submitting bids on this contract. I talked with Jason Wilson at 918-259-1177 in Broken Arrow, Oklahoma who is an estimator for Contech, Inc. and he stated he did the take-off and estimated the cost for their bid on this project. I asked if he did or did not bid the project based on replacement with eight inch thick concrete. He stated Contech's bid was eight inches, as the specifications required.

The terms in bidding instructions and the contract itself are clear and concise. No evidence of intent is allowed. Eight inches is eight inches. Any changes in bidding instructions would require an addendum and acknowledgment by bidders of receipt of same. No such addendum is evident.

A handwritten signature in cursive script that reads "Sam Mason".

Sam Mason

**From:** Peter Stasiak [<mailto:peter.stasiak@cityofmcalester.com>]  
**Sent:** Thursday, October 24, 2013 8:07 AM  
**To:** Frank Mason  
**Subject:** RE: Electric Avenue, West Street to G Street, Concrete Panel Replacement Contract 2.

Good Morning Councilman:

I just spoke with Richard Cotton and CPR # 2 is completed as previously reported. The area you are referencing falls under CPR # 4 which is scheduled to be completed November 5, 2013 as reported.

Have a great day.

Pete

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**From:** Frank Mason [<mailto:mason1932@allegiance.tv>]  
**Sent:** Wednesday, October 23, 2013 6:47 PM  
**To:** Peter Stasiak  
**Subject:** Electric Avenue, West Street to G Street, Concrete Panel Replacement Contract 2.

Pete,

I noticed this AM that there is work being done on Electric Avenue between West Street and G Street. I believe this area is the above referenced contract area. Your report to council dated July 9, 2013 reports this contract as completed. Subsequent reports also report the same.

My questions and comments are:

Was this contract reported to you as being complete when you made your report/s?

Why is the contractor returning at this late date to this location and contract for additional work when it was supposedly complete.

What percent of the bid price has been paid to the contractor on this contract to this date.

One of the factors preventing completion on this project is lack of joint sealing.

It would appear that the time for completion on this contract has long ago expired.

Thanks

**Peter Stasiak**

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**From:** David Medley  
**Sent:** Friday, November 08, 2013 8:55 AM  
**To:** Peter Stasiak  
**Cc:** John Modzelewski  
**Subject:** FW: Emailing: 3 001, 1 001, 2 001



3 001.jpg (35 KB)



1 001.jpg (45 KB) 2 001.jpg (46 KB)

e

e,

Per your request attached is the final quantities for CPR 4 on Electric Street from West St. to D Street. The quantities were verified by my in field measurements. The load sheets were verified and an average depth of 6.28 inches was determined based on the cubic yards of concrete and the measured square feet of concrete panels replaced.. 33,006 square feet were replaced. The bid amount was for 30,000 square feet at \$8.74 per sq. ft. and 1200 cubic feet of undercut at \$3.29 per cubic feet No undercut was required.

David

# KATCON, INC.

1049 COLLINS ROAD ~ McAlester, Oklahoma 74501

Phone: (918) 429-8992 ~ Fax: (918) 426-6716

E MAIL: k.ward111@sbcbk.com

November 6, 2013

David Medley, PE  
CITY OF McALESTER  
PO Box 378  
McAlester, Ok. 74502

RE: City of McAlester 2013 Concrete Panel Replacement Project 4

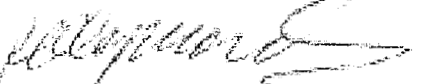
Dear Mr. Medley:

Attached is a break down of the Doles load tickets and the amount of concrete that was delivered on this project. There were a total of 10 separate pours and 66 load tickets totaling 640.01 Cubic Yards of concrete. We used 329 CY to pour 28,856 square feet and the pours on Oct 24<sup>th</sup> and 25<sup>th</sup> were 101.1 CY totaling 4,150 square feet, for a total of 33,006 square feet for the entire project.

The load tickets on 10-8-13 were identified as being for the McAlester Airport job but were for PANEL REPLACEMENT 4 and a fully executed affidavit from Doles Bros. Co. is attached stating that.

If you need additional information or have any questions let me know.

Respectfully Submitted,

  
Kelly Ward





## CITY OF WILLESTER PR 4 LOAD BENEFITS

Date	Ticket #	Cubic yds	TOTAL JOB C YARDS
8/26/2013	960770	10.5	
8/26/2013	960772	10.5	
8/26/2013	960773	10.5	
8/26/2013	960775	10.5	
8/26/2013	960780	10.5	
<b>TOTAL YDS</b>		<b>52.5 CY</b>	<b>52.5 Cubic Yards</b>
8/29/2013	960888	10.5	
8/29/2013	960889	10.5	
8/29/2013	960890	10.5	
8/29/2013	960894	10.5	
8/29/2013	960896	10.5	
8/29/2013	960901	5	
8/29/2013	960904	1	
<b>TOTAL YDS</b>		<b>58.5 CY</b>	<b>111 Cubic Yards</b>
9/6/2013	961061	10.5	
9/6/2013	961062	10.5	
9/6/2013	961063	10.5	
9/6/2013	961066	10.5	
9/6/2013	961071	10.5	
9/6/2013	961074	10.5	
9/6/2013	961079	9	
<b>TOTAL</b>		<b>72 CY</b>	<b>183 Cubic Yards</b>
9/12/2013	961189	10.5	
9/12/2013	961188	10.5	
9/12/2013	961189	10.5	
9/12/2013	961190	10.5	
9/12/2013	961191	10.5	
9/12/2013	961204	5	
<b>TOTAL</b>		<b>58.5 CY</b>	<b>241.5 Cubic Yards</b>
9/25/2013	961327	1	
9/25/2013	961327	10.5	
9/25/2013	961334	10.5	
9/25/2013	961309	10.5	
9/25/2013	961301	10.5	
9/25/2013	961500	10.5	
9/25/2013	961459	10.5	
<b>TOTAL</b>		<b>64 CY</b>	<b>305.5 Cubic Yards</b>
10/8/2013	961931	10.5	
10/8/2013	961933	10.5	
10/8/2013	961936	10.5	
10/8/2013	961949	10.5	
10/8/2013	961955	3	
10/8/2013	961928	10.5	
10/8/2013	961923	10.5	
10/8/2013	961924	10.5	
<b>TOTAL</b>		<b>76.5 CY</b>	<b>382 Cubic Yards</b>

10/11/2013	962139	10.5	
10/11/2013	962142	10.5	
10/11/2013	962141	10.5	
10/11/2013	962155	10.5	
10/11/2013	962148	10.5	
10/11/2013	962153	10.5	
10/11/2013	962156	10.5	
10/11/2013	962163	10.5	
10/11/2013	962165	10	
10/11/2013	962175	5.5	
<b>TOTAL</b>		<b>99.5 CY</b>	<b>481.5 Cubic Yards</b>
10/17/2013	962215	10.5	
10/17/2013	962227	10.5	
10/17/2013	962231	10.5	
10/17/2013	962240	10.5	
10/17/2013	962241	10.5	
10/17/2013	962248	5	
<b>TOTAL</b>		<b>57.5 CY</b>	<b>539 Cubic Yards</b>
10/24/2013	962387	10.5	
10/24/2013	962390	10.5	
10/24/2013	962391	10.5	
10/24/2013	962395	10.5	
10/24/2013	962397	10.5	
10/24/2013	962400	10.5	
10/24/2013	962405	10.5	
10/24/2013	962410	9	
<b>TOTAL</b>		<b>82.5</b>	<b>621.51 Cubic Yards</b>
10/25/2013	962430	10.5	
10/25/2013	96445	8	
<b>TOTAL</b>		<b>18.5 CY</b>	<b>640.01 Cubic Yards</b>

4

## ADMINISTRATIVE POLICY NO. 1

TO: All Departments  
FROM: Randy Green, City Manager  
SUBJECT: PURCHASING POLICIES

DATE: Revised  
7/13/99

\* \* \* \* \*

In order to comply with City Ordinances and to assure efficient, economical purchasing practices, the following procedures have been established:

- I. Purchases \$100 - \$1000. Informal pricing shall be authorized for such purchases. The purchaser shall obtain verbal proposals from a minimum of three vendors prior to purchase. Such proposals shall be written by the purchaser on a Requisition for Purchase.
- II. Purchases \$1,000 - \$12,500. Informal bidding shall be required for such purchases. The purchaser shall obtain written, sealed proposals from a minimum of three vendors prior to purchase. Such proposals shall be attached to the Requisition for Purchase.
- III. Authorized Deviations to Procedures
  - A. Emergency Purchases may be allowed provided the purchaser 1) is unable to anticipate the need for the article; and 2) time requirements are such that an emergency exists which make bidding and/or pricing impractical and not in the best interest of the City; and 3) no comparable items are in stock in the City's supplies. In such cases, the purchaser shall submit a statement, along with the Requisition, identifying how conditions 1), 2), and 3) are in existence.
  - B. Single Source notations may be allowed, provided that the items to be purchased are not specified by brand name, and items comparable in quality and function are not available from other supplier. In such cases, the purchaser shall submit a statement indicating the reason for this type of purchase and/or why other sources are not available.

IV. Purchases over \$12,500 - Divisions, departments, and offices desiring such purchases shall submit sufficient information to allow for implementation of the following procedures:

1. The City Manager or his/her authorized representative shall prepare an Invitation for Bid packet, containing among other things:

- a. written specifications of the supplies, materials, equipment, and services to be procured (specifications to be prepared by the requesting Department Head).
- b. deadline for receipt of bids;
- c. bid opening date;
- d. required bidders' qualifications, if any;
- e. a statement that the City Council may accept or reject any or all bids without penalty; and
- f. Non-Collusion Affidavits.

2. The Invitation for Bid shall be publicized as follows:

- a. A brief descriptive advertisement in the local newspaper and notification by mail of all known qualified vendors; and/or
- b. The minimum advertisement period shall be two (2) weeks with two (2) published notices, the second published at least five days after the first, and Bid Opening no earlier than five (5) days after final publication.
- c. Bid packets will be maintained by and be available from the Office of the City Clerk.

3. Bids submitted by each contractor and/or vendor shall be as detailed in the Invitation for Bid.
4. Bid Opening shall be as follows:
  - a. Bids shall be opened on the day and hour and at the place identified in the Invitation for Bid.
  - b. Bids shall be opened and read aloud by the City Clerk.
  - c. Bids shall be tabulated and reviewed for conformity to the Invitation for Bid.
5. The City Council shall review the bid tabulations and recommendations from the City Manager and shall accept or reject any or all bids.

## AGREEMENT

THIS AGREEMENT, made this 13 day of May 2013 by and between THE CITY OF McALESTER, hereinafter called "OWNER" and Katcon, Inc. doing business as (an individual)(a partnership) (**a corporation**) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete construction of  
**2013 CONCRETE PANEL REPLACEMENT: PROJECT 1**  
*(Choctaw to Chickasaw)*
2. The CONTRACTOR will furnish all material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within Ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within 30 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$18,145.00, as shown in the BID FORM.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (a) INVITATION FOR BIDS
  - (b) INFORMATION TO BIDDERS
  - (c) BID FORM
  - (d) PAYMENT BOND
  - (e) PERFORMANCE BOND
  - (f) MAINTENANCE BOND
  - (j) NOTICE OF AWARD
  - (k) NOTICE TO PROCEED
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

AGREEMENT (continued)

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in **three (3) copies** each of which shall be deemed and original on the date first above written.



OWNER: CITY OF McALESTER

By: Peter J. Stasiak 5-13-13

Name: Peter J. Stasiak

Title: City Manager

ATTEST:

Cora Middleton

Name: Cora Middleton

Title: City Clerk

CONTRACTOR:

KATCON, INC.

(SEAL)

By: Kelly Ward

Name KELLY WARD

Address: PO Box 1329  
McALESTER, OK. 74502-1329

ATTEST:

James W. Greer  
Name James W. Greer

## NOTICE TO PROCEED

Date: 5/22/13

To: KATCON, Inc.

Project: **2013 CONCRETE PANEL REPLACEMENT PROJECT 1**

You are hereby notified to commence WORK in accordance with the AGREEMENT dated: 5/13/13, on or before June 10, 2013, and you are to complete the WORK within 30 consecutive calendar days thereafter.

The completion date for all WORK is therefore July 10, 2013.

City of McAlester

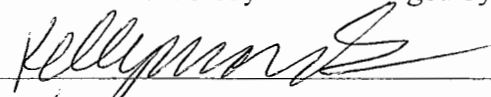
Owner

By: 

John C. Modzelewski, P.E., CFM  
City Engineer/Public Works Director

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO  
PROCEED is hereby acknowledged by;

  
KATCON, INC

this the May 22, 2013

By: 

Title: PRESIDENT



July 9, 2013. Message repeats. cont. is  
 Complete.  
 July 23. Same  
 Aug. 13

# AGREEMENT

THIS AGREEMENT, made this 14th day of May, 2013 by and between THE CITY OF McALESTER, hereinafter called "OWNER" and KATCON, INC. doing business as (an individual)(a partnership) (**a corporation**) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete construction of  
**2013 CONCRETE PANEL REPLACEMENT: PROJECT 2**  
*(Electric. West St. to E. St.)*
2. The CONTRACTOR will furnish all material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within Ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within 30 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of **\$18,570.00**, as shown in the BID FORM.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (a) INVITATION FOR BIDS
  - (b) INFORMATION TO BIDDERS
  - (c) BID FORM
  - (d) PAYMENT BOND
  - (e) PERFORMANCE BOND
  - (f) MAINTENANCE BOND
  - (g) NOTICE OF AWARD
  - (h) NOTICE TO PROCEED
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Total Cont. 1-2+3 = \$57,752.00

AGREEMENT (continued)

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in **three (3) copies** each of which shall be deemed and original on the date first above written.



OWNER: CITY OF McALESTER

By: Peter J. Stasiak 5-14-13

Name: Peter J. Stasiak

Title: City Manager

ATTEST:

Cora Middleton

Name: Cora Middleton

Title: City Clerk

CONTRACTOR:

KATCON, INC

(SEAL)

By: Kelly Ward

Name: Kelly Ward. President

Address: P. O. Box 1329 McAlester,  
Ok. 74502-1329

ATTEST:

Linda Daniels

Name LINDA DANIELS

**NOTICE TO PROCEED**

Date: 5/22/13

To: KATCON, INC.

Project: **2013 CONCRETE PANEL REPLACEMENT PROJECT 2**

You are hereby notified to commence WORK in accordance with the AGREEMENT dated: 5/14/13, on or before MAY 28, 2013, and you are to complete the WORK within 30 consecutive calendar days thereafter.

The completion date for all WORK is therefore June 27<sup>TH</sup>, 2013.

City of McAlester

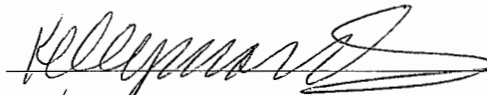
Owner

By: 

John C. Modzelewski, P.E., CFM  
City Engineer/Public Works Director

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO  
PROCEED is hereby acknowledged by;

  
KATCON, INC

this the May 22, 2013

By: KATHY WARD

Title: PRESIDENT

# CONCRETE PANEL REPLACEMENT

## PROJECT 3

MAY 16, 2013



City of McAlester  
Department of Public Works  
28 East Washington  
McAlester, OK 74501

## INVITATION FOR BIDS

The City of McAlester (herein called the "OWNER") desires to repair approximately **2,500 square feet** of concrete panels along **Wade Watts Avenue**, as identified between **15<sup>th</sup> Street and 17<sup>th</sup> Street** in the City of McAlester.

The WORK shall include removal, replacement and appurtenant work necessary to repair the panels.

BIDS will be received by the OWNER at the Office of the City Clerk, 28 East Washington St, McAlester, Oklahoma until 2:00PM on Thursday, May 16, 2013 for:

### **2013 CONCRETE PANEL REPLACEMENT**

#### **PROJECT 3**

Each BID must be submitted in a sealed envelope and must be plainly marked on the Outside as:

#### **BID for 2013 CONCRETE PANEL REPLACEMENT**

#### **PROJECT 3**

**May 16, 2013**

Each sealed envelope containing a BID shall include, on the outside of the envelope, the name, address, and if applicable, the license number of the BIDDER. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the City Clerk's Office, City of McAlester Municipal Building, P.O. Box 578, McAlester, OK 74502.

All BIDS must be made on the required BID FORM and in accordance with the INSTRUCTIONS TO BIDDERS furnished by the OWNER. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID FORM must be fully completed and executed when submitted. Only one copy of the BID FORM is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any Bid may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered.

The BIDS filed with the McAlester City Clerk will be opened at 2:00PM, C.S.T. on Thursday, May 16, 2013 in the Council Chambers on the 1<sup>st</sup> Floor of City Hall, 28 East Washington Street, McAlester, Oklahoma 74501.

ATTEST:

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

## INFORMATION TO BIDDERS

BIDS will be received by the City of McAlester (herein called the "OWNER"), at the Office of the City Clerk, 28 East Washington St, McAlester, Oklahoma until 2:00PM on Thursday, May 16, 2013.

Each BID must be submitted in a sealed envelope and must be plainly marked on the Outside as: **BID for 2013 CONCRETE PANEL REPLACEMENT: PROJECT 3**  
**May 16, 2013**

Each sealed envelope containing a BID shall include, on the outside of the envelope, the name, address, and if applicable, the license number of the BIDDER. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the City Clerk's Office, City of McAlester Municipal Building, P.O. Box 578, McAlester, OK 74502.

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The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any Bid may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered.

The BIDS filed with the McAlester City Clerk will be opened at 2:00 PM CST on Thursday, May 16, 2013 in the Council Chambers on the 1<sup>st</sup> Floor of City Hall, 28 East Washington Street, McAlester, Oklahoma 74501.

No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the CONTRACT cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID FORM by examination of the site and a review of the INFORMATION TO BIDDERS. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

## INFORMATION TO BIDDERS (continued)

The INFORMATION TO BIDDERS contains the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the CONTRACT. The OWNER reserves the right to increase or decrease the scope of WORK based on conditions encountered. **WORK = Wade Watts Avenue: 15<sup>th</sup> Street to 17<sup>th</sup> Street**

### PROJECT REQUIREMENTS:

1. *Demolish and remove identified failed panels and haul to designated dump site.*
2. *Saw cut, as needed, if a full panel does not have to be replaced.*
3. *Excavate sub-grade to a depth of twelve inches and haul spoil material to designated dump site.*
4. *Place back 1 ½" crusher run rock base and compact in two lifts resulting in a total depth of twelve inches. Section 301 of ODOT's 2009 Standard Specifications Book is the guidance document for this item.*
5. *Place back 3,500 PSI concrete to same thickness as existing concrete and to proper grade*
6. *Concrete cure will be required on all pours.*
7. *After concrete has cured, all joints shall be cleaned and sealed with a quality grade of concrete sealant*
8. *Section 701 of ODOT's 2009 Standard Specifications Book is the guidance document for items 5, 6 and 7.*
9. *If concrete panels are replaced on the curb side, and disturb existing ground, CONTRACTOR shall backfill area with topsoil and raked smooth to match existing ground.*
10. *CONTRACTOR shall be responsible for notifying OKIE LOCATES in construction work zones.*
11. *If abutting concrete panels are damaged during removal of a failed panel, CONTRACTOR shall saw cut the damaged panel to create a well defined joint, as directed by the City Engineer, or his representative.*
12. *OWNER, with a minimum of 48 hour notice from CONTRACTOR, will provide traffic control in all construction work zones. This will include signage, detours and any traffic control devices needed to provide a safe construction work zone.*
13. *CONTRACTOR shall provide all man power, equipment and materials required to complete this WORK in a timely manner.*

A PERFORMANCE BOND, PAYMENT BOND and a MAINTENANCE BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the CONTRACT. CONTRACTOR shall also provide CERTIFICATE OF LIABILITY INSURANCE.

## **INFORMATION TO BIDDERS (continued)**

Attorneys-in-fact who sign PERFORMANCE BONDS, PAYMENT BONDS and MAINTENANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the CONTRACT is awarded will be required to execute the AGREEMENT and obtain the PERFORMANCE BOND, PAYMENT BOND, MAINTENANCE BOND and Certificate of Liability Insurance within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and BOND forms. In case of failure of the BIDDER to execute the AGREEMENT, the OWNER may at his option consider the BIDDER in default, in which case the OWNER shall award the PROJECT to the next lowest, qualified, responsible BIDDER.

The OWNER, within ten (10) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and a MAINTENANCE BOND and AGREEMENT signed by the party to whom the AGREEMENT was awarded, shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. Should the OWNER not execute the AGREEMENT within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the AGREEMENT by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

A Conditional or qualified BID will not be accepted. Award will be made to the lowest, qualified, responsible BIDDER.

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



### **INFORMATION TO BIDDERS (continued)**

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the INFORMATION TO BIDDERS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The Low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

Inspection trips for prospective BIDDERS will leave from the office of the City Engineer at the City Municipal Building.

The PROJECT ENGINEER is John C. Modzelewski, PE,, CFM. His address is City Municipal Building, 28 East Washington, McAlester, OK.



**PROJECT  
LOCATION**

## BID FORM

BIDDER agrees to perform all the work described in the INFORMATION TO BIDDERS for the following unit prices or lump sum:

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Panel Replacement	2,500	square feet	<u>\$6.85</u>	<u>\$17,125.00</u> ✓
2.	Undercut below 12" Standard Base, as directed by the City Engineer	[ 100 for bid purposes ]	cubic feet	<u>\$39.12</u>	<u>\$3,912.00</u> ✓

TOTAL OF BID .....\$ 21,037.00 ✓

LUMP SUM PRICE (if applicable).....\$ \_\_\_\_\_

Respectfully submitted:

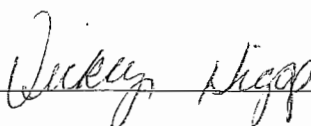
 P. O. Box 1329 McAlester, Ok. 7450  
Signature Address

President 5-16-13  
Title Date

\_\_\_\_\_  
License No(s). (if applicable)

(SEAL-if BID is by a corporation)

Attest



## AGREEMENT

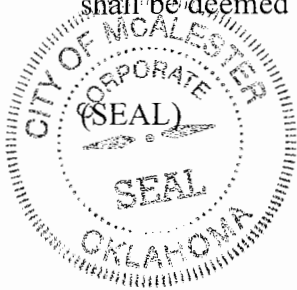
THIS AGREEMENT, made this 20th day of May, 2013 by and between THE CITY OF McALESTER, hereinafter called "OWNER" and Corporation doing business as (an individual)(a partnership) (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete construction of  
**2013 CONCRETE PANEL REPLACEMENT: PROJECT 3**  
*work order 15 to 17*
2. The CONTRACTOR will furnish all material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within Ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within 30 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$21,037.00, as shown in the BID FORM.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (a) INVITATION FOR BIDS
  - (b) INFORMATION TO BIDDERS
  - (c) BID FORM
  - (d) PAYMENT BOND
  - (e) PERFORMANCE BOND
  - (f) MAINTENANCE BOND
  - (g) NOTICE OF AWARD
  - (h) NOTICE TO PROCEED
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

AGREEMENT (continued)

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in **three (3) copies** each of which shall be deemed and original on the date first above written.



OWNER: CITY OF MCALESTER

By: Peter J. Stasiak

Name: Peter J. Stasiak

Title: City Manager

ATTEST:

Cora Middleton

Name: Cora Middleton

Title: City Clerk

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_

ATTEST:

Rusty Drake

Name Rusty Drake

By: Kelly Ward

Name: Kelly Ward, President

Address: P. O. Box 1329  
McAlester, Ok. 74502-1329

\_\_\_\_\_

**NOTICE TO PROCEED**

Date: 7/10/13

To: KATCON, INC.

Project: **2013 CONCRETE PANEL REPLACEMENT PROJECT 3**

You are hereby notified to commence WORK in accordance with the AGREEMENT dated: May 20, 2013, on or before July 23, 2013, and you are to complete the WORK within 30 consecutive calendar days thereafter.

The completion date for all WORK is therefore Aug 23, 2013.

City of McAlester

Owner

By: John C. Modzelewski 07/10/13

John C. Modzelewski, P.E., CFM  
City Engineer/Public Works Director

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO  
PROCEED is hereby acknowledged by;

Kelly Ward  
KATCON, INC.

this the <sup>10th</sup> ~~23rd~~ DAY OF July 2013

By: KELLY WARD

Title: PRESIDENT

# CONCRETE PANEL REPLACEMENT

## PROJECT 4

JUNE 11, 2013



City of McAlester  
Department of Public Works  
28 East Washington  
McAlester, OK 74501

# PROOF OF PUBLICATION

McAlester News-Capital

500 S. Second, McAlester, OK 74501 • 918-423-1700

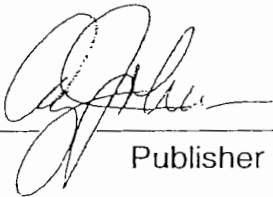
Amy Johns, am of lawful age, being duly sworn upon oath, deposes and says:

that I am publisher of McAlester News-Capital, a daily newspaper printed and published in the City of McAlester, County of Pittsburg, and State of Oklahoma, and that the advertisement referred to, a true and printed copy is hereunto attached, was published in said McAlester News-Capital & in consecutive issues on the following dates to wit:

1st insertion.....May 19.....2013  
2nd Insertion.....May 20.....2013  
3rd Insertion.....2013  
4th Insertion.....2013  
5th Insertion.....2013

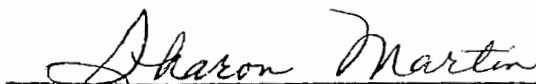
That said newspaper has been published continuously and uninterruptedly in said county during a period one-hundred and four consecutive weeks prior to the publication of the attached notice or advertisement; that it has been admitted to the United States mail as publications (second-class) mail matter, that it has a general paid circulation, and publishes news of general interest, and otherwise conforms with all of the statutes of the State of Oklahoma governing legal publications.

Publication Fee.....\$ 118.00

  
Publisher

SUBSCRIBED and sworn to before me this

20 day of May, 2013.

  
Notary Public

00002414

My Commission expires: 03/23/16

(Published in the  
McAlester News-  
Capital May 19 & 20,  
2013.)

## ADVERTISEMENT FOR BIDS

The City of McAlester (herein called the "OWNER") desires to repair approximately 30,000 square feet of concrete panels along Electric Avenue, as identified between G Street and Main Street and 5th Street and 15th Street in the City of McAlester.

The WORK shall include removal, replacement and appurtenant work necessary to repair the panels.

Bid Documents are available to qualified BIDDERS at the office of the City Engineer, 28 E. Washington Street, McAlester, Oklahoma 74501. BIDS will be received by the OWNER at the Office of the City Clerk, 28 East Washington St, McAlester, Oklahoma until 10:00AM C.S.T. on Tuesday, June 11, 2013 for:

## 2013 CONCRETE PANEL REPLACEMENT: PROJECT 4

Each BID must be submitted in a sealed envelope and must be plainly marked on the Outside as:

**BID for 2013  
CONCRETE  
PANEL  
REPLACEMENT  
PROJECT 4**

June 11, 2013

Each sealed envelope containing a BID shall include, on the outside of the envelope, the name, address, and if applicable, the license number of the BIDDER. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the City Clerk's Office, City of McAlester Municipal Building, P.O. Box 578, McAlester, OK 74502.

All BIDS must be made on the required BID FORM and in accordance with the INSTRUCTIONS TO BIDDERS furnished by the OWNER. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID FORM must be fully completed and executed when submitted. Only one copy of the BID FORM is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any Bid may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement there-

of. Any BID received after the time and date specified shall not be considered.

The BIDS filed with the McAlester City Clerk will be opened at 10:00 AM, C.S.T. on Tuesday, June 11, 2013 in the Council Chambers on the 1st Floor of City Hall, 28 East Washington Street, McAlester, Oklahoma 74501.

ATTEST:  
Cora Middleton  
City Clerk



*Filed on 23rd*  
*Sh*



(Published in the  
McAlester News-  
Capital May 19 & 26,  
2013.)

# ADVERTISEMENT FOR BIDS

The City of McAlester (herein called the "OWNER") desires to repair approximately 30,000 square feet of concrete panels along Electric Avenue, as identified between Main Street and 15th Street in the City of McAlester. The WORK shall include removal, replacement and appurtenant work necessary to repair the panels.

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CONCRETE  
PANEL  
REPLACEMENT  
PROJECT 4  
June 11, 2013

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ATTEST:  
Cora Middleton  
City Clerk

*Cora* *and* *or*

*Attn Karla*  
*Crittenden*

*From Phyllis*

ANY CHANGES NEEDED????  
PLEASE FAX BACK TO 918-426-3081  
THANK YOU.  
McALESTER NEWS CAPITAL

*E-mailed*  
*Bid News*  
*SW News*  
*5-16-13*

*Theresa*  
*Reverend*  
*From*

## ADVERTISEMENT FOR BIDS

The City of McAlester (herein called the "OWNER") desires to repair approximately **30,000 square feet** of concrete panels along **Electric Avenue**, as identified between **Main Street and 15<sup>th</sup> Street** in the City of McAlester. The WORK shall include removal, replacement and appurtenant work necessary to repair the panels.

Bid Documents are available to qualified BIDDERS at the office of the City Engineer, 28 E. Washington Street, McAlester, Oklahoma 74501. BIDS will be received by the OWNER at the Office of the City Clerk, 28 East Washington St, McAlester, Oklahoma until 10:00AM C.S.T. on Tuesday, June 11, 2013 for:

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Each BID must be submitted in a sealed envelope and must be plainly marked on the Outside as:

**BID for 2013 CONCRETE PANEL REPLACEMENT  
PROJECT 4  
June 11, 2013**

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ATTEST:



Cora Middleton  
City Clerk

# 2013 CONCRETE PANEL REPLACEMENT: PROJECT 4

## BID OPENING

McAlester Municipal Building

10:00AM

June 11, 2013

918-259-1177

NAME

BID

1

Cortech, Inc.  
114 S. Elm Place  
Broken Arrow, OK 74013

Bryan Adair

\$ 318,600.00

2

Katcon  
P.O. Box 1329  
McAlester, OK 74502

\$ 266,148.00

3

4

5

6

Jason Wilson  
Estimator

200 did the  
take off + bid  
8".

## BID FORM

BIDDER agrees to perform all the work described in the INFORMATION TO BIDDERS for the following unit prices or lump sum:

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Panel Replacement	30,000	square feet	\$10.50	\$315,000.00 ✓
2.	Undercut below 12" Standard Base, as directed by the City Engineer	[1,200 for bid purposes]	cubic feet	\$3.00	\$3,600.00 ✓

TOTAL OF BID .....\$ 318,600.00 ✓  
LUMP SUM PRICE (if applicable).....\$ N/A

Respectfully submitted:

*[Signature]*  
Signature

114 S. Elm Pl., Broken Arrow, OK 74012  
Address

*President*  
Title

06/07/2013  
Date

*Not Applicable*  
License No(s). (if applicable)

(SEAL-if BID is by a corporation)

Attest *[Signature]*

### ADVERTISEMENT FOR BIDS

The City of McAlester (herein called the "OWNER") desires to repair approximately 30,000 square feet of concrete panels along **Electric Avenue**, as identified between **G Street and Main Street and between 5th Street and 15<sup>th</sup> Street** in the City of McAlester. The WORK shall include removal, replacement and appurtenant work necessary to repair the panels.

Bid Documents are available to qualified BIDDERS at the office of the City Engineer, 28 E. Washington Street, McAlester, Oklahoma 74501. BIDS will be received by the OWNER at the Office of the City Clerk, 28 East Washington St, McAlester, Oklahoma until 10:00AM C.S.T. on Tuesday, June 11, 2013 for:

#### **2013 CONCRETE PANEL REPLACEMENT: PROJECT 4**

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**BID for 2013 CONCRETE PANEL REPLACEMENT  
PROJECT 4  
June 11, 2013**

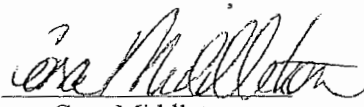
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ATTEST:

  
Cora Middleton  
City Clerk

## INFORMATION TO BIDDERS

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**June 11, 2013**

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No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the CONTRACT cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID FORM by examination of the site and a review of the INFORMATION TO BIDDERS. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

## INFORMATION TO BIDDERS (continued, page 2)

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### PROJECT REQUIREMENTS:

1. *Demolish and remove identified failed panels and haul to designated dump site.*
2. *Saw cut, as needed, if a full panel does not have to be replaced.*
3. *Excavate sub-grade to a depth of twelve inches and haul spoil material to designated dump site.*
4. *Place back 1 ½" crusher run rock base and compact in two lifts resulting in a total depth of twelve inches. Section 301 of ODOT's 2009 Standard Specifications Book is the guidance document for this item.*
5. *Place back 3,500 PSI concrete to eight inches (8") thickness and to proper grade*
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7. *After concrete has cured, all joints shall be cleaned and sealed with a quality grade of concrete sealant*
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The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the AGREEMENT by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

A Conditional or qualified BID will not be accepted. Award will be made to the lowest, qualified, responsible BIDDER.

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



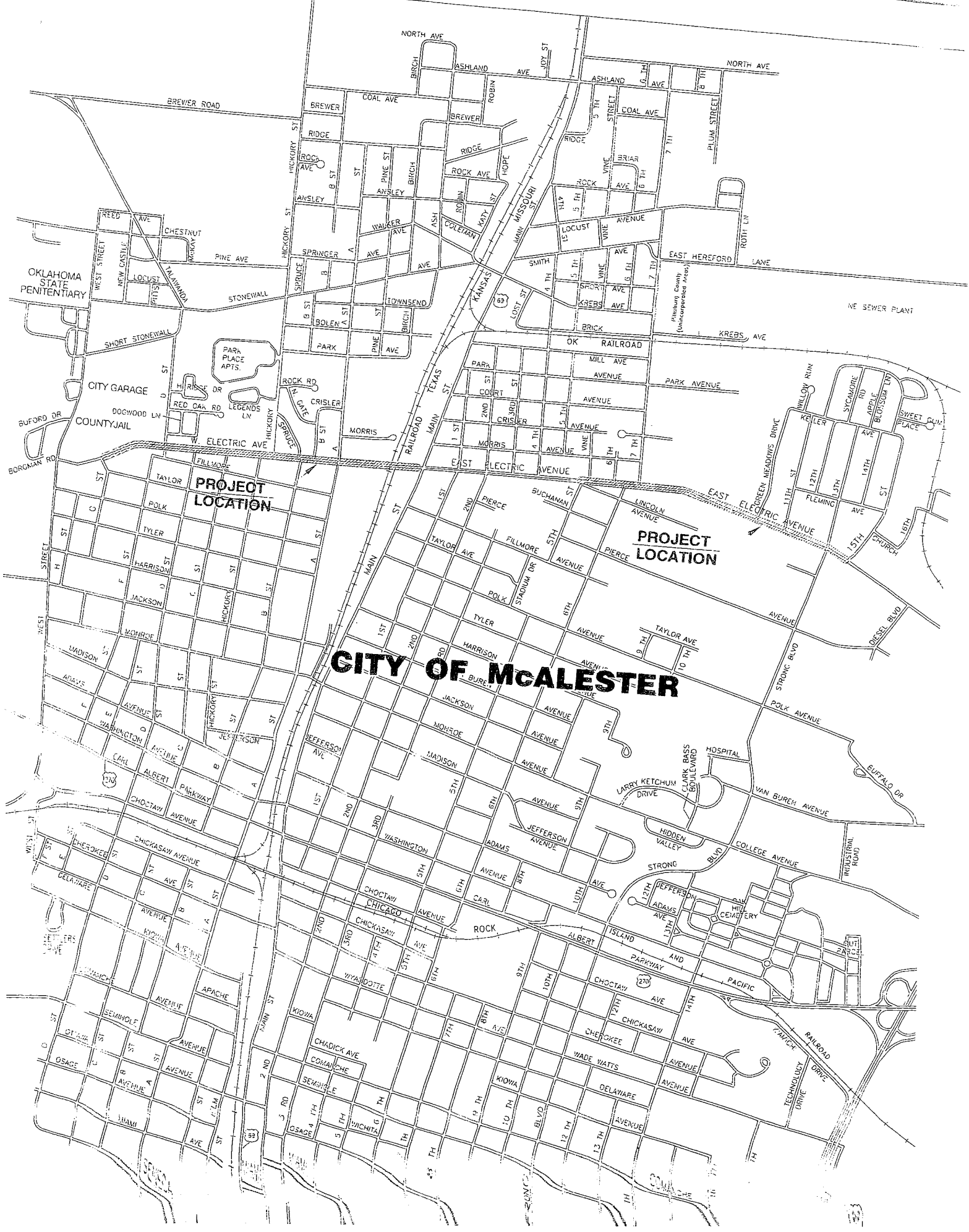
### **INFORMATION TO BIDDERS** (continued, page 4)

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the INFORMATION TO BIDDERS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The Low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

Inspection trips for prospective BIDDERS will leave from the office of the City Engineer at the City Municipal Building.

The PROJECT ENGINEER is John C. Modzelewski, PE,, CFM. His address is City Municipal Building, 28 East Washington, McAlester, OK.



**CITY OF MCALESTER**

## BID FORM

BIDDER agrees to perform all the work described in the INFORMATION TO BIDDERS for the following unit prices or lump sum:

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Panel Replacement	30,000	square feet	_____	_____
2.	Undercut below 12" Standard Base, as directed by the City Engineer	[1,200 for bid purposes]	cubic feet	_____	_____

TOTAL OF BID .....\$ \_\_\_\_\_

LUMP SUM PRICE (if applicable).....\$ \_\_\_\_\_

Respectfully submitted:

\_\_\_\_\_  
Signature Address

\_\_\_\_\_  
Title Date

\_\_\_\_\_  
License No(s). (if applicable)

(SEAL-if BID is by a corporation)

Attest \_\_\_\_\_

## GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by CONTRACTOR
13. Changes in the Work
14. Changes in CONTRACT Price
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination and Delay
19. Payments to CONTRACTOR
20. Acceptance of Final Payment as Release
21. Insurance
22. CONTRACT Security
23. Assignments
24. Indemnification
25. Separate Contract's
26. Subcontracting
27. Engineer's Authority
28. Land and Rights-of-Way
29. Guaranty
30. Taxes

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### 1. DEFINITIONS

- 1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1.2 **ADDENDA** - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

**GENERAL CONDITIONS** (continued, page 2)

- 1.3 **BID** - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.4 **BIDDER** - Any person, firm or corporation submitting a BID for the WORK.
- 1.5 **BONDS** - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.
- 1.6 **CHANGE ORDER** - A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing and adjustment in the CONTRACT PRICE OR CONTRACT TIME.
- 1.7 **CONTRACT DOCUMENTS** - The CONTRACT, including Advertisement For Bids, Information For Bidders, BID, BID BOND, AGREEMENT, PAYMENT BOND, PERFORMANCE BOND, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.
- 1.8 **CONTRACT PRICE** - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.9 **CONTRACT TIME** - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.10 **CONTRACTOR** - The person, firm or corporation with whom the OWNER has executed the Agreement.
- 1.11 **DRAWINGS** - The part of the CONTRACT DOCUMENTS, which show the characteristics, and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- 1.12 **ENGINEER** - The person firm or corporation named as such in the CONTRACT DOCUMENTS.
- 1.13 **FIELD ORDER** - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

**GENERAL CONDITIONS** (continued, page 3)

- 1.14 **NOTICE OF AWARD** - The written notice of the Acceptance of the BID from the OWNER to the successful BIDDER.
- 1.15 **NOTICE TO PROCEED** - Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.
- 1.16 **OWNER** - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.
- 1.17 **PROJECT** - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.18 **RESIDENT PROJECT REPRESENTATIVE** - The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.
- 1.19 **SHOP DRAWINGS** - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1.20 **SPECIFICATIONS** - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.21 **SUBCONTRACTOR** - An individual, firm or corporation having a direct CONTRACT with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- 1.22 **SUBSTANTIAL COMPLETION** - That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.
- 1.23 **SUPPLEMENTAL GENERAL CONDITIONS** - Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.

**GENERAL CONDITIONS (continued, page 4)**

- 1.24 **SUPPLIER** - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- 1.25 **WORK** - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1.26 **WRITTEN NOTICE** - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

**2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

- 2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.
- 2.2 The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

**3. SCHEDULES, REPORTS AND RECORDS**

- 3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.
- 3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedule showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and, as applicable:
  - 3.2.1 The dates at which special detail drawings will be required; and

GENERAL CONDITIONS (continued, page 5)

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS AND SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. A CHANGE ORDER shall evidence the approval of any SHOP DRAWING, which substantially deviates from the requirement of the CONTRACT DOCUMENTS.



GENERAL CONDITIONS (continued, page 6)

- 5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.
- 5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the ENGINEER has approved the SHOP DRAWING or submission. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6. MATERIALS, SERVICES AND FACILITIES

- 6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.
- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.
- 6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale CONTRACT or other agreement by which an interest is retained by the seller.

7. INSPECTIONS AND TESTING

- 7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.
- 7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.
- 7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.
- 7.4 If the CONTRACT DOCUMENTS, laws ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.
- 7.5 Inspections, tests or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.
- 7.6 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.
- 7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.

GENERAL CONDITIONS (continued, page 8)

- 7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question; furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective the CONTRACTOR, will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS

8.1 Whenever a material, article or piece of equipment is identified on the DRAWINGS OR SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and CHANGE ORDER shall appropriately modify the CONTRACT DOCUMENTS. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE OR CONTRACT TIME.

GENERAL CONDITIONS (continued, page 9)

9.     PATENTS

- 9.1     The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10.    SURVEYS, PERMITS, REGULATIONS

- 10.1    The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.
- 10.2    The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
- 10.3    Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent charges in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall

GENERAL CONDITIONS (continued, page 10)

promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY AND PERSONS

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when the prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

- 12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK

- 13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.
- 13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14. CHANGES IN CONTRACT PRICE

- 14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:
- (a) Unit prices previously approved.
  - (b) An agreed lump sum.
  - (c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.
- 15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.
- 15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.
- 15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

GENERAL CONDITIONS (continued, page 13)

- 15.4.1 To any preference, priority or allocation order duly issued by the OWNER.
- 15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a CONTRACT with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and
- 15.4.3 To the delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

16. CORRECTION OF WORK

- 16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.
- 16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17. SUBSURFACE CONDITIONS

- 17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:
  - 17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or



- 17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.
- 17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an, equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.
18. SUSPENSION OF WORK, TERMINATION AND DELAY
- 18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.
- 18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten

(10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

- 18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.
- 18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.
- 18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER

GENERAL CONDITIONS (continued, page 16)

and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

- 18.6 If the performance of all or any portion of WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, and adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

19. PAYMENTS TO CONTRACTOR

- 19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approval partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. The OWNER at any time, however, after fifty (50)

percent of the WORK has been completed, if he finds that satisfactory progress is being made, shall reduce retainage to five (5) percent on the current and remaining estimates. When the WORK is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

- 19.2 The request for payment may also include an allowance for the cost of such major materials and equipment, which are suitably stored either at or near the site.
- 19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.
- 19.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or agents or employees of the OWNER may cause the restoration of any damaged WORK except such as.
- 19.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that he under the conditions of the CONTRACT DOCUMENTS has accepted the WORK. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.

19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, material, men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.7 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the PERFORMANCE BOND and PAYMENT BOND.

21. INSURANCE

- 21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- 21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
  - 21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
  - 21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
  - 21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offence directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and
  - 21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.
- 21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.
- 21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;
- 21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all

claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation Statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

- 21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

22. CONTRACT SECURITY

- 22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS

- 23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of his right, title or interest therein, or his



obligations there under, without written consent of the other party.

24. INDEMNIFICATION

- 14.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorneys fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- 24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

25. SEPARATE CONTRACTS

- 25.1 The OWNER reserves the right to let other Contract's in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the

CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

- 25.2 The OWNER may perform additional WORK related to the PROJECT by himself or he may let other Contract's containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such CONTRACTS (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.
- 25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entities him to an extension of the CONTRACT TIME, he may make a claim therefore as provided in Sections 14 and 15.

26. **SUBCONTRACTING**

- 26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal Contracting practices, are performed by specialty SUBCONTRACTORS.
- 26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(S), in excess of fifty (50) percent of the CONTRACT PRICE, without prior written approval of the OWNER.
- 26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

- 26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontract's relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.
- 26.5 Nothing contained in this CONTRACT shall create any Contractual relation between any SUBCONTRACTOR and the OWNER.
27. ENGINEER'S AUTHORITY
- 27.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions that may arise as to quality and acceptability of materials furnished and WORK perceptibility of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.
- 27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.
- 27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28. LAND AND RIGHTS-OF-WAY

- 28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.
- 28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.
- 28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTY

- 29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of TWO (2) years from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of TWO (2) years from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

30. TAXES

- 30.1 The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

### SPECIAL CONDITIONS

SC-1: The CONTRACTOR shall be responsible for checking with other utility companies (gas, telephone, TV cable, electricity) to verify presence or absence of underground facilities prior to beginning excavation. The CONTRACT drawings show such utilities as have been identified, but no claim is made that all utilities have been located, and the CONTRACTOR shall bear the responsibility and cost for repair of such facilities as may be damaged by his operations.

SC-2: No claim is made as to the nature of the soil, or the presence or absence of rock, in the construction area. The CONTRACTOR shall evaluate and judge the nature of the soils to be encountered in construction, and no extra payment will be made for rock excavating.

SC-3: All work shall be subject to full time inspection by the City Construction Inspector.

SC-4: The CONTRACTOR will, unless otherwise approved by the ENGINEER, prosecute the construction of this project during normal working hours as defined below:

- (a) Normal workday shall mean normal eight-hour working day.
- (b) Normal workweek shall mean the forty-hour week encompassing the five (5) eight-hour days, Monday through Friday.
- (c) Holidays to be observed and to be included into the normal workweek will be:

Independence Day	July 4
Labor Day	September 2
Thanksgiving Day	November 28

Any of the above dates falling on Sunday shall be observed on the Monday following.

All work contemplated to be done, which will not be in accordance with the normal hours, will require prior approval of the ENGINEER. Work, which is of necessity performed at times other than normal working hours, will not require

SPECIAL CONDITIONS (continued, page 2)

prior approval unless construction scheduling can be arranged to prevent such conflict of time requirements.

SC-5: The CONTRACTOR shall familiarize himself and employees with the requirements of the U.S. Labor Department's Occupational Safety and Health Administration Standards. He shall work in accordance with these OSHA standards and regulations.

SC-6: Control of Work and Materials.

(a) Authority of the ENGINEER. All work shall be done under the supervision of the ENGINEER and to his satisfaction. He shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, sequence of construction, interpretation of the plans and specifications, acceptable fulfillment of the CONTRACT, compensation, mutual rights between Contractors under these specifications and the suspension of work. He shall determine the amount and quality of the work performed and materials furnished and his decisions and estimates shall be final. His estimates in such event shall be a condition precedent to the right of the CONTRACTOR to receive money due under the CONTRACT.

(b) Authority and duties of Inspectors. Inspectors, designated by and acting under the direction of the ENGINEER, shall have the authority to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. He is authorized to call to the attention of the CONTRACTOR any failure of the work or materials to conform to the plans, specifications and CONTRACT documents.

He shall have the authority to reject materials or suspend the work until any question at issue can be referred to and decided by the ENGINEER.

The Inspector is not authorized to revoke, alter or waive any requirements of the plans and specifications. He shall in no case act as foreman or

SPECIAL CONDITIONS (continued, page 3)

perform other duties for the CONTRACTOR, nor interfere with the management of the work by the latter. Any advice, which the Inspector may give the CONTRACTOR, shall in no way be construed as binding the ENGINEER. in any way, or releasing the CONTRACTOR from fulfilling all of the terms of the CONTRACT. If the CONTRACTOR refuses to suspend operations on verbal order of the Inspector, the Inspector will present the CONTRACTOR a written order giving the reasons for suspension of work. After placing the order in the hand of the man-in-charge, the Inspector shall immediately leave the job. Work performed during the absence of the Inspector will not be accepted nor paid for. If so directed by the ENGINEER, the work shall be removed and replaced.

SC-7: Delays beyond the control of the CONTRACTOR and without fault or negligence on his part for which time extensions will be considered, will include, but not necessarily be limited to acts of God, acts of public enemy, acts of the Authority in its Contractual capacity, acts of another CONTRACTOR in the performance of a CONTRACT with the Authority, floods, strikes, freight embargoes, or delays of material suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the CONTRACTOR or supplier.

An average and normal amount of adverse weather conditions were taken into consideration in setting the calendar day time for this CONTRACT, and adverse weather conditions will not be considered as a basis for the extension of the CONTRACT time except in the case of severe and protracted precipitation or sub-freezing weather conditions which prevent the CONTRACTOR from working on the CONTRACT at least 40% of the CONTRACT time. In case of extension of time for weather conditions is allowed, consideration will be given to the fact that an average and normal amount of adverse weather conditions were considered in setting the calendar daytime for completion of the CONTRACT.

The CONTRACTOR agrees to place sufficient and proper equipment on the project to complete it within the calendar days specified and no equipment, which has been placed on the project, may be removed from it without prior authority of the ENGINEER.

SPECIAL CONDITIONS (continued, page 4)

- SC-8: The CONTRACTOR shall keep the premises free from accumulation of waste material and rubbish and at the completion of the work shall remove from the premises all rubbish, implements and surplus materials and leave the area clean, and in a condition acceptable to the owner.
- SC-9: After the CONTRACT has been awarded, and prior to the start of work, the CONTRACTOR and his job superintendent, shall meet the CITY ENGINEER to review the plans and specifications and discuss a satisfactory schedule and working methods.
- SC-10: The CONTRACTOR shall furnish to the OWNER a bar graph type work schedule, which shall show all major work items. This schedule shall be revised as necessary to keep it current, and the CONTRACTOR shall furnish the OWNER with copies of the revised schedule on request.
- SC-11: The CONTRACTOR shall be responsible for the correct setting out of the work in accordance with the drawings. The CONTRACTOR shall verify all data at site prior to start of construction work. If there is any discrepancy between the site conditions and the drawings, the CONTRACTOR shall notify the CITY ENGINEER, in writing, and shall not proceed with any work affected by such discrepancy until he has instructions from the ENGINEER.
- SC-12: Adjacent and Adjoining Property:
- (a) The CONTRACTOR shall not use adjacent property other than that shown on the plans or the public domain for storage of materials or any other purpose whatsoever unless the CONTRACTOR has first shown the OWNER that he has proper authority to use the property or properties. The CONTRACTOR shall make good, at his own expense, any and all damage arising from his work operations. When the property or properties are no longer required, the CONTRACTOR shall restore same to the original condition and leave same free of all debris, rubbish, etc.
  - (b) CONTRACTOR NOTE: positive protection methods shall be employed to protect properties from falling debris,



SPECIAL CONDITIONS (continued, page 5)

- (c) tools, and equipment or construction materials during the construction period.

SC-13: The CONTRACTOR shall settle the question of jurisdiction of work between the various crafts or sub-Contractors as herein specified.

SC-14: The OWNER will retain the advertising privileges, and the CONTRACTOR shall keep the premises free from all unauthorized posters, decorations, signs, etc.

SC-15: BIDDERS shall visit the site of the work and thoroughly familiarize themselves with all conditions affecting the proposed work.

SC-16: The CONTRACTOR shall not subcontract any portion of this work, without approval of the OWNER.

SC-17: (a) GENERAL CONTRACTOR shall examine all drawings prior to bidding, and shall require material suppliers to provide items of work shown on any of the drawings.

(b) OWNER shall decide the meaning and intent of the specifications and drawings where they may be found obscure or be in dispute.

(c) It is the intent that this be a completed project as far as the CONTRACT documents set forth. It is not the intent that different phases of the work be delegated to various trades and subcontractors by the CONTRACT documents set forth. CONTRACTOR alone will be responsible for the completed project.

(d) Where the word "furnish", "provide", and/or "install" are used, it shall be interpreted to mean that the CONTRACTOR is responsible for furnishing, providing, and installing, ready for successful and continuous use, all items of work. CONTRACTOR shall provide all items, articles, materials, cooperation or methods listed, mentioned or scheduled, either on the drawings, or in the specifications, or both including all labor, materials, equipment and incidentals necessary and required for completion.

SPECIAL CONDITIONS (continued, page 6)

- SC-18: Before ordering any materials or doing any work, CONTRACTOR shall verify all measurements at site and be responsible for corrections of it. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on the drawings; and any difference which may be found shall be submitted to the OWNER for consideration before proceeding with the work.
- SC-19: Concrete shall be 3500 PSI at 28 days, as supplied by a local ready mix supplier. Tests will be run by a local laboratory and paid for by the CONTRACTOR.
- SC-20: Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the work within the time specified in the CONTRACT documents. Bidder must agree to pay as liquidated damages for each consecutive calendar day thereafter the sum as provided in the following schedule since delay increases cost and reduces revenue to the CITY:

LIQUIDATED DAMAGES SCHEDULE

Original CONTRACT	To and Including	Daily Charges
Amount, From and More Than		Calendar Day
\$ 0.00	\$ 25,000.00	\$ 30.00
25,000.00	50,000.00	50.00
50,000.00	100,000.00	75.00
100,000.00	500,000.00	100.00
500,000.00	1,000,000.00	150.00
1,000,000.00	2,000,000.00	200.00
2,000,000.00	3,000,000.00	300.00

The amounts are based on CONTRACT amounts and reflect estimates of damages to the City incurred by delay in completion of the work.

## MEASUREMENT and PAYMENT

### I. GENERAL

It is the intent of this PROJECT to obtain reconstruction of concrete panels in accordance with the BID DOCUMENT. The CONTRACTOR shall provide all labor, material, equipment transportation, consumables, supervision, insurance, bonds, and overhead to complete the work within the time set forth in the CONTRACT. All costs shall be included in the Bid Items listed in the BID FORM. The sum of the extended Total Price of all Bid Items shall include all costs for completion of the work described in the BID DOCUMENT, and will be the Bid Price for the total project.

NOTICE OF AWARD

TO: \_\_\_\_\_

PROJECT DESCRIPTION: **2013 CONCRETE PANEL REPLACEMENT: PROJECT 4**

The OWNER has considered the BID submitted by you for the above described WORK in response to its INVITATION FOR BIDS and INFORMATION TO BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$ \_\_\_\_\_.

You are required by the INFORMATION TO BIDDERS to execute the AGREEMENT and furnish the required PERFORMANCE BOND, PAYMENT BOND, MAINTENANCE BOND and Certificate of Liability Insurance within ten days from the date of this NOTICE OF AWARD.

If you fail to execute said AGREEMENT and to furnish said bonds within ten days from the date of this NOTICE OF AWARD, said OWNER will be entitled to consider all your rights arising out of OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
City of McAlester

Owner

By:

\_\_\_\_\_  
John C. Modzelewski, P.E., CFM

Title:

City Engineer

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

\_\_\_\_\_, this the \_\_\_\_ day of

\_\_\_\_\_ 2013.

By: \_\_\_\_\_

Title: \_\_\_\_\_

## AGREEMENT

THIS AGREEMENT, made this 21th day of June, 2013 by and between THE CITY OF McALESTER, hereinafter called "OWNER" and KATCON, INC. doing business as (an individual)(a partnership) (**a corporation**) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete construction of  
**2013 CONCRETE PANEL REPLACEMENT: PROJECT 4**  
*(Electric. G street to 15th)*
2. The CONTRACTOR will furnish all material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within Ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within ninety (90) calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$266,148.00, as shown in the BID FORM.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (a) INVITATION FOR BIDS
  - (b) INFORMATION TO BIDDERS
  - (c) BID FORM
  - (d) PAYMENT BOND
  - (e) PERFORMANCE BOND
  - (f) MAINTENANCE BOND
  - (g) NOTICE OF AWARD
  - (h) NOTICE TO PROCEED
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

AGREEMENT (continued, page 2)

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in **three (3) copies** each of which shall be deemed and original on the date first above written.



OWNER: CITY OF McALESTER

By: Steve Harrison

Name: Steve Harrison

Title: Mayor

ATTEST:

Cora Middleton

Name: Cora Middleton

Title: City Clerk

CONTRACTOR: KATCON, INC.

By: Kelly Ward

Name: Kelly Ward President

(SEAL)

Address:  
P. O Box 1329  
McAlester, Ok. 74502-1329

ATTEST:

Name \_\_\_\_\_

**NOTICE TO PROCEED**

Date: July 25, 2013

To: KATCON, INC.

Project: **2013 CONCRETE PANEL REPLACEMENT PROJECT 4**

You are hereby notified to commence WORK in accordance with the AGREEMENT dated: June 21, 2013, on or before August 6, 2013, and you are to complete the WORK within 90 consecutive calendar days thereafter.

The completion date for all WORK is therefore November 3, 2013.

City of McAlester

Owner

By: 

John C. Modzelewski, P.E., CFM  
City Engineer/Public Works Director

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO  
PROCEED is hereby acknowledged by;

this the July 25, 2013, 2013

By: 

Kelly Ward

Title: President of KATCON, INC.

9

Vendor Set 01-

Name K-BAR CO CONSTRUCTION

Vendor K00005 Next Vendor #

Status Active

General Other Detail Checks Information Comments Purchase Orders

Reference

Default Template

Last Activity

2/01/2011

## History

Fiscal Year	Purchases	Discounts
2011-2012	.00	.00
2010-2011	144877.50	.00
2009-2010	60014.44	.00

## Payment Options

Payment Method

Regular

Stub Method

Default

One Item per Check

EFT Profile

## Terms

0.00

Days

Day of Month

Day 0

## Net

Days

Day of Month

Day 0

## Notes

☐ Edit This Record

View

sheilan

PO DATE: July 7, 2010 thru Dec. 4, 2010 (6 mos)

\$139,500

Invoice DATE: 7/30/2010 - 12/10/2010

Cover Writ - DEQ Requirements?  
There are no specific Regs.



## CITY OF McALESTER

First &amp; Washington

PO BOX 578

McAlester OK 74502-0578

(918) 423-9300

## PURCHASE ORDER 081010

PO Number	Date	Vendor #	Payment
10-00052	7/07/2010	01-K00005	081010

SHOW PURCHASE ORDER NUMBER ON ALL INVOICES, SHIPPING PAPERS, CORRESPONDENCE AND CONTAINERS.

ISSUED TO: K-BAR CO CONSTRUCTION  
TERRY KINYON  
RT 3 BOX 242  
MCALESTER, OK 74501

SHIP TO: LANDFILL  
2410 MITCHELL ROAD  
MCALESTER, OK 74501

I hereby certify the articles listed have been received or  
services performed and this claim is approved for payment.

Karla Quintana 8-3-10  
NAME DATE

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1		COVER DIRT FOR LANDFILL 80 LOAD OF COVER DIRT FOR LANDFILL	09 -5864327		6,000.00
IN# 12726					
TOTAL THIS PO					6,000.00

## AFFIDAVIT

STATE OF ( ) COUNTY OF ( )

The undersigned person of says that this invoice is true and correct and that (s)he is authorized to submit the invoice pursuant to a contract or purchase order. Affiant further states that the (work, services or materials) as shown by the invoice have been (completed or supplied) in accordance with the plans, specification, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment, directly or indirectly to an elected official, officer or employee of the purchasing agency or money or any other thing of value to obtain payment.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary ( )

Contractor ( )

Peter Stasiak 8-3-10  
John Noyes 08/03/10  
DIVISION DIRECTOR

COMPTROLLER

THIS DOCUMENT IS SUBJECT TO  
THE APPROVAL OF THE GOVERNING BOARD.

Rt. 3 Box 242  
McAlester, OK 74501  
(918) 423-9041  
(918) 423-7300 Fax

DATE	INVOICE #
7/30/2010	12726

BILL TO
City of McAlester PO Box 578 McAlester OK 74502

P.O. NO.	TERMS	DUE DATE	LOCATION
10-00052	Net 30	8/29/2010	Landfill

SERVICE DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
	80 loads of topsoil 07/27-07/29		6,000.00	6,000.00

KC  
8-3-10

100  
8,310

**Total**

\$6,000.00

**CITY OF McALESTER**

First & Washington  
PO BOX 578  
McAlester OK 74502-0578  
(918) 423-9300

# PURCHASE ORDER

PO Number	Date	Vendor #	Payment
10-00324	7/29/2010	01-K00005	082410

SHOW PURCHASE ORDER NUMBER ON ALL INVOICES, SHIPPING PAPERS, CORRESPONDENCE AND CONTAINERS

**ISSUED TO:** K-BAR CO CONSTRUCTION  
TERRY KINYON  
RT 3 BOX 242  
MCALESTER, OK 74501

**SHIP TO:** LANDFILL  
2410 MITCHELL ROAD  
MCALESTER, OK 74501

I hereby certify the articles listed have been received or services performed and this claim is approved for payment.

Karla Galt-Gunderson 8-6-10  
NAME DATE

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1		DIRT FOR LANDFILL-DEQ REQ 09 -5864327 80 LOADS OF COVER DIRT FOR LANDFILL TO MEET DEQ REQUIREMENTS			6,000.00

IN#  
12733

**TOTAL THIS PO** 6,000.00

## AFFIDAVIT

STATE OF ( ) COUNTY OF ( )

The undersigned person of says that this invoice is true and correct and that (s)he is authorized to submit the invoice pursuant to a contract or purchase order. Affiant further states that the (work, services or materials) as shown by the invoice have been (completed or supplied) in accordance with the plans, specification, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment, directly or indirectly to an elected official, officer or employee of the purchasing agency or money or any other thing of value to obtain payment.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
Notary ( )

Contractor ( )

THIS DOCUMENT IS SUBJECT TO  
THE APPROVAL OF THE GOVERNING BOARD.

Rita Stasiak 8/9-10  
Shirley Galt-Gunderson 08/06/10  
DIVISION DIRECTOR  
Guyler Duhon  
COMPTROLLER

Rt. 3 Box 242  
McAlester, OK 74501  
(918) 423-9041  
(918) 423-7300 Fax

DATE	INVOICE #
8/3/2010	12733

BILL TO
City of McAlester PO Box 578 McAlester OK 74502

P.O. NO.	TERMS	DUE DATE	LOCATION
10-00324	Net 30	9/2/2010	Landfill

SERVICE DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
	80 loads of topsoil 07/30-08/02		6,000.00	6,000.00
		100		
		8-6-10		

8-6-10 KC

**Total**

\$6,000.00

**CITY OF McALESTER**First & Washington  
PO BOX 578McAlester OK 74502-0578  
(918) 423-9300**PURCHASE ORDER**

PO Number	Date	Vendor #	Payment
10-00358	8/02/2010	01-K00005	082410

SHOW PURCHASE ORDER NUMBER ON ALL INVOICES, SHIPPING PAPERS, CORRESPONDENCE AND CONTAINERS.

**ISSUED TO:** K-BAR CO CONSTRUCTION  
TERRY KINYON  
RT 3 BOX 242  
MCALESTER, OK 74501

**SHIP TO:** LANDFILL  
2410 MITCHELL ROAD  
MCALESTER, OK 74501

I hereby certify the articles listed have been received or  
services performed and this claim is approved for payment.

*Karla Sullivan* 8-9-10  
NAME DATE

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1		COVER DIRT FOR LANDFILL 80 LOADS OF COVER DIRT FOR LANDFILL TO MEET DEQ REQUIREMENTS	09 -5864327		6,000.00

Inv# 12735

**TOTAL THIS PO**

6,000.00

**AFFIDAVIT**

STATE OF ( ) COUNTY OF ( )

The undersigned person of says that this invoice is true and correct and that (s)he is authorized to submit the invoice pursuant to a contract or purchase order. Affiant further states that the (work, services or materials) as shown by the invoice have been (completed or supplied) in accordance with the plans, specification, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment, directly or indirectly to an elected official, officer or employee of the purchasing agency or money or any other thing of value to obtain payment.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary ( )

THIS DOCUMENT IS SUBJECT TO  
THE APPROVAL OF THE GOVERNING BOARD.

Contractor ( )

*Pete Stasig* 8-10-10  
*John Copeland* 08/09/10  
DIVISION DIRECTOR  
*Angela Duke*  
COMPTROLLER

Rt. 3 Box 242  
McAlester, OK 74501  
(918) 423-9041  
(918) 423-7300 Fax

DATE	INVOICE #
8/5/2010	12735

BILL TO
City of McAlester PO Box 578 McAlester OK 74502

P.O. NO.	TERMS	DUE DATE	LOCATION
10-00358	Net 30	9/4/2010	landfill

SERVICE DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
	80 loads of topsoil 08/03-08/04		6,000.00	6,000.00
	KC 8-9-10			

**Total**

\$6,000.00

**CITY OF McALESTER**

First & Washington  
PO BOX 578  
McAlester OK 74502-0578  
(918) 423-9300

**PURCHASE ORDER****082410**

PO Number	Date	Vendor #	Payment
10-00361	8/02/2010	01-K00005	

SHOW PURCHASE ORDER NUMBER ON ALL INVOICES, SHIPPING PAPERS, CORRESPONDENCE AND CONTAINERS.

**ISSUED TO:** K-BAR CO CONSTRUCTION  
TERRY KINYON  
RT 3 BOX 242  
MCALESTER, OK 74501

**SHIP TO:** LANDFILL  
2410 MITCHELL ROAD  
MCALESTER, OK 74501

I hereby certify the articles listed have been received or  
services performed and this claim is approved for payment.

*Karla Gullenda* 8-11-10  
NAME DATE

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1		COVER DIRT FOR LANDFILL 80 LOADS OF COVER DIRT FOR LANDFILL	09 -5864327		6,000.00
TOTAL THIS PO					6,000.00

IN # 12738

**AFFIDAVIT**

STATE OF ( ) COUNTY OF ( )

The undersigned person of says that this invoice is true and correct and that (s)he is authorized to submit the invoice pursuant to a contract or purchase order. Affiant further states that the (work, services or materials) as shown by the invoice have been (completed or supplied) in accordance with the plans, specification, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment, directly or indirectly to an elected official, officer or employee of the purchasing agency or money or any other thing of value to obtain payment.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
Notary ( )

Contractor ( )

THIS DOCUMENT IS SUBJECT TO  
THE APPROVAL OF THE GOVERNING BOARD.

*Pete Blasiak* 8/13-10  
*John [Signature]* 08/11/10  
DIVISION DIRECTOR  
*Gayla Dubre*  
COMPTROLLER

Rt. 3 Box 242  
McAlester, OK 74501  
(918) 423-9041  
(918) 423-7300 Fax

DATE	INVOICE #
8/6/2010	12738

BILL TO	
City of McAlester PO Box 578 McAlester OK 74502	

P.O. NO.	TERMS	DUE DATE	LOCATION
10-00361	Net 30	9/5/2010	landfill

SERVICE DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
	Haul 80 loads of topsoil 08/05-08/06		6,000.00	6,000.00
		KC 8-11-10		

8-11-10

**Total**

\$6,000.00



**CITY OF McALESTER**First & Washington  
PO BOX 578McAlester OK 74502-0578  
(918) 423-9300**PURCHASE ORDER**

PO Number	Date	Vendor #	Payment
10-00429	8/06/2010	01-K00005	091410

SHOW PURCHASE ORDER NUMBER ON ALL INVOICES, SHIPPING PAPERS, CORRESPONDENCE AND CONTAINERS

**ISSUED TO:** K-BAR CO CONSTRUCTION  
TERRY KINYON  
RT 3 BOX 242  
MCALESTER, OK 74501

**SHIP TO:** LANDFILL  
2410 MITCHELL ROAD  
MCALESTER, OK 74501

I hereby certify the articles listed have been received or  
services performed and this claim is approved for payment.

*Karla Smith* 8-18-10  
NAME DATE

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1		90 LOADS OF DIRT-LANDFILL 09 -5864327 90 LOADS OF DIRT FOR LANDFILL TO MEET DEQ REQUIREMENTS			6,000.00

**TOTAL THIS PO**

6,000.00

**AFFIDAVIT**

STATE OF ( ) COUNTY OF ( )

The undersigned person of says that this invoice is true and correct and that (s)he is authorized to submit the invoice pursuant to a contract or purchase order. Affiant further states that the (work, services or materials) as shown by the invoice have been (completed or supplied) in accordance with the plans, specification, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment, directly or indirectly to an elected official, officer or employee of the purchasing agency or money or any other thing of value to obtain payment.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary ( )

Contractor ( )

THIS DOCUMENT IS SUBJECT TO  
THE APPROVAL OF THE GOVERNING BOARD.

*Rita Otasiak* 8/22-10  
*John Chapman* 08/19/10  
DIVISION DIRECTOR  
*Gayla Duke*  
COMPTROLLER

Rt. 3 Box 242  
McAlester, OK 74501  
(918) 423-9041  
(918) 423-7300 Fax

DATE	INVOICE #
8/13/2010	12742

BILL TO
City of McAlester PO Box 578 McAlester OK 74502

P.O. NO.	TERMS	DUE DATE	LOCATION
10-00429	Net 30	9/12/2010	Landfill

SERVICE DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
	Haul 80 loads of topsoil 08/11-08/12		6,000.00	6,000.00
	KC 8-18-10			

KC  
8-18-10

**Total**

\$6,000.00

**CITY OF McALESTER**First & Washington  
PO BOX 578McAlester OK 74502-0578  
(918) 423-9300**PURCHASE ORDER**

PO Number	Date	Vendor #	Payment
10-00482	8/12/2010	01-K00005	091410

SHOW PURCHASE ORDER NUMBER ON ALL INVOICES, SHIPPING PAPERS, CORRESPONDENCE AND CONTAINERS.

**ISSUED TO:** K-BAR CO CONSTRUCTION  
TERRY KINYON  
RT 3 BOX 242  
MCALESTER, OK 74501

**SHIP TO:** LANDFILL  
2410 MITCHELL ROAD  
MCALESTER, OK 74501

I hereby certify the articles listed have been received or  
services performed and this claim is approved for payment.

*Karla Gutierrez* 8-31-10  
NAME DATE

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1		DIRT FOR LANDFILL 80 LOADS OF DIRT FOR LANDFILL TO MEET DEQ REQUIREMENTS	09 -5864327		6,000.00

IW# 12759

**TOTAL THIS PO**

6,000.00

**AFFIDAVIT**

STATE OF ( ) COUNTY OF ( )

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Contractor ( )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary ( )

THIS DOCUMENT IS SUBJECT TO  
THE APPROVAL OF THE GOVERNING BOARD.

*Peter Stasiak* 8-31-10  
*John W. [Signature]* 08/31/10  
DIVISION DIRECTOR  
*Gary [Signature]*  
COMPTROLLER

Rt. 3 Box 242  
McAlester, OK 74501  
(918) 423-9041  
(918) 423-7300 Fax

DATE	INVOICE #
8/25/2010	12759

BILL TO
City of McAlester PO Box 578 McAlester OK 74502

P.O. NO.	TERMS	DUE DATE	LOCATION
10-00482	Net 30	9/24/2010	Landfill

SERVICE DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
	Haul 80 loads of topsoil 08/18 & 08/24		6,000.00	6,000.00
	KC 8-31-10			

10/8/31/0

**Total**

\$6,000.00

**CITY OF McALESTER**

First &amp; Washington

PO BOX 578

McAlester OK 74502-0578

(918) 423-9300

**PURCHASE ORDER**

PO Number	Date	Vendor #	Payment
10-00563	8/24/2010	01-K00005	092810

SHOW PURCHASE ORDER NUMBER ON ALL INVOICES, SHIPPING PAPERS, CORRESPONDENCE AND CONTAINERS.

**ISSUED TO:** K-BAR CO CONSTRUCTION  
TERRY KINYON  
RT 3 BOX 242  
MCALESTER, OK 74501

**SHIP TO:** LANDFILL  
2410 MITCHELL ROAD  
MCALESTER, OK 74501

I hereby certify the articles listed have been received or  
services performed and this claim is approved for payment.

*Karla L. Henderson* 9-9-10  
NAME DATE

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1		DIRT FOR COVER AT LANDFIL	09 -5864327		6,000.00

IN# 12767

**TOTAL THIS PO** 6,000.00

**AFFIDAVIT**

STATE OF ( ) COUNTY OF ( )

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Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary ( )

Contractor (

*Peter Stasich* 9-13-10  
09/09/10  
*John M. [unclear]* 08/25/10  
DIVISION DIRECTOR  
*Gayla Duke*  
COMPTROLLER

THIS DOCUMENT IS SUBJECT TO  
THE APPROVAL OF THE GOVERNING BOARD.

## PURCHASE REQUEST

Purchase Order No. 10-00563Purchase Order Date 8/24/10V  
E  
N  
D  
O  
RK00005 - K-BarS  
H  
I  
P  
T  
OlandfillLowest ☐ Quality ☒ Best Design ☐  
Best Delivery ☐ Only Source ☐  
Waived - Res. # \_\_\_\_\_

EMERGENCY PURCHASE

Yes ☐ No ☐ If Yes, explain:REASONS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SHIP DATE

SHIP VIA

F.O.B. POINT

TERMS

ACCOUNT CODE

QUAN.

PRODUCT  
NUMBER

DESCRIPTION

UNIT  
COSTTOTAL  
COST09-5864327Cover dirt for daily cover  
at landfill6,000.00

## QUOTES

Vendor: \_\_\_\_\_ Amount: \_\_\_\_\_

Vendor: \_\_\_\_\_ Amount: \_\_\_\_\_

Vendor: \_\_\_\_\_ Amount: \_\_\_\_\_

Vendor: \_\_\_\_\_ Amount: \_\_\_\_\_

Requested  
By: Rick / John MDept.: landfillDate: 8-19-10Comments: John Stephens 8-19-10Approved  
By: John Stephens 8/20/10  
Bayla Duke 8-24-10

Disapproved By \_\_\_\_\_

Date Disapproved \_\_\_\_\_

Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Rt. 3 Box 242  
McAlester, OK 74501  
(918) 423-9041  
(918) 423-7300 Fax

DATE	INVOICE #
9/3/2010	12767

BILL TO

City of McAlester  
PO Box 578  
McAlester OK 74502

P.O. NO.	TERMS	DUE DATE	LOCATION
10-00563	Net 30	10/3/2010	landfill

SERVICE DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
	Haul 80 loads of topsoil 08/27-09/02		6,000.00	6,000.00
	KC 9-9-10			

**Total**

\$6,000.00

**CITY OF McALESTER**

First & Washington  
PO BOX 578  
McAlester OK 74502-0578  
(918) 423-9300

**PURCHASE ORDER**

PO Number	Date	Vendor #	Payment
10-00686	9/01/2010	01-K00005	092810

SHOW PURCHASE ORDER NUMBER ON ALL INVOICES, SHIPPING PAPERS, CORRESPONDENCE AND CONTAINERS.

**ISSUED TO:** K-BAR CO CONSTRUCTION  
TERRY KINYON  
RT 3 BOX 242  
MCALESTER, OK 74501

**SHIP TO:** LANDFILL  
2410 MITCHELL ROAD  
MCALESTER, OK 74501

I hereby certify the articles listed have been received or services performed and this claim is approved for payment.

*Karla Gutterman* 9-13-10  
NAME DATE

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1		COVER DIRT- FOR LANDFILL	09 -5864327		6,000.00

# 12779

**TOTAL THIS PO**

6,000.00

**AFFIDAVIT**

STATE OF ( ) COUNTY OF ( )

The undersigned person of says that this invoice is true and correct and that (s)he is authorized to submit the invoice pursuant to a contract or purchase order. Affiant further states that the (work, services or materials) as shown by the invoice have been (completed or supplied) in accordance with the plans, specification, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment, directly or indirectly to an elected official, officer or employee of the purchasing agency or money or any other thing of value to obtain payment.

Contractor ( )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary ( )

THIS DOCUMENT IS SUBJECT TO  
THE APPROVAL OF THE GOVERNING BOARD.

*John R. Gutterman* 09/13/10  
DIVISION DIRECTOR

COMPTROLLER



Rt. 3 Box 242  
McAlester, OK 74501  
(918) 423-9041  
(918) 423-7300 Fax

DATE	INVOICE #
9/8/2010	12779

BILL TO
City of McAlester PO Box 578 McAlester OK 74502

P.O. NO.	TERMS	DUE DATE	LOCATION
10-00686	Net 30	10/8/2010	Landfill

[illegible]**Total**

\$6,000.00

**CITY OF McALESTER**

First & Washington  
PO BOX 578  
McAlester OK 74502-0578  
(918) 423-9300

# PURCHASE ORDER

PO Number	Date	Vendor #	Payment
10-00809	9/16/2010	01-K00005	101210

SHOW PURCHASE ORDER NUMBER ON ALL INVOICES, SHIPPING PAPERS, CORRESPONDENCE AND CONTAINERS.

**ISSUED TO:** K-BAR CO CONSTRUCTION  
TERRY KINYON  
RT 3 BOX 242  
MCALISTER, OK 74501

**SHIP TO:** LANDFILL  
2410 MITCHELL ROAD  
MCALISTER, OK 74501

I hereby certify the articles listed have been received or services performed and this claim is approved for payment.

Karla Guttendorf 10-1-10  
NAME DATE

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1		COVER DIRT FOR LANDFILL	09 -5864327		6,000.00
Iw # 12792					
<b>TOTAL THIS PO</b>					6,000.00

## AFFIDAVIT

STATE OF ( ) COUNTY OF ( )

The undersigned person says that this invoice is true and correct and that (s)he is authorized to submit the invoice pursuant to a contract or purchase order. Affiant further states that the (work, services or materials) as shown by the invoice have been (completed or supplied) in accordance with the plans, specification, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment, directly or indirectly to an elected official, officer or employee of the purchasing agency or money or any other thing of value to obtain payment.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary ( )

Contractor ( )

Dale Stasick 10-5-10  
John Nephew 10/01/10  
DIVISION DIRECTOR

THIS DOCUMENT IS SUBJECT TO  
THE APPROVAL OF THE GOVERNING BOARD.

COMPTROLLER

Rt. 3 Box 242  
McAlester, OK 74501  
(918) 423-9041  
(918) 423-7300 Fax

DATE	INVOICE #
9/28/2010	12792

BILL TO
City of McAlester PO Box 578 McAlester OK 74502

P.O. NO.	TERMS	DUE DATE	LOCATION
10-00809	Net 30	10/28/2010	Landfill

SERVICE DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
	Hauled 80 loads of topsoil 9/20 & 9/27		6,000.00	6,000.00
		KC 10-1-10		

**Total**

\$6,000.00

**CITY OF McALESTER**

First & Washington  
PO BOX 578  
McAlester OK 74502-0578  
(918) 423-9300

**PURCHASE ORDER**

PO Number	Date	Vendor #	Payment
10-00937	10/01/2010	01-K00005	

SHOW PURCHASE ORDER NUMBER ON ALL INVOICES, SHIPPING PAPERS, CORRESPONDENCE AND COMMENTS.

102610

**ISSUED TO:** K-BAR CO CONSTRUCTION  
TERRY KINYON  
RT 3 BOX 242  
MCALESTER, OK 74501

**SHIP TO:** LANDFILL  
2410 MITCHELL ROAD  
MCALESTER, OK 74501

I hereby certify the articles listed have been received or  
services performed and this claim is approved for payment.

*Kate L. [Signature]* 10-12-10  
NAME DATE

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1		COVER DIRT FOR LANDFILL	09 -5864327		6,000.00

IN# 12814

**TOTAL THIS PO**

6,000.00

**AFFIDAVIT**

STATE OF ( ) COUNTY OF ( )

The undersigned person of says that this invoice is true and correct and that (s)he is authorized to submit the invoice pursuant to a contract or purchase order. Affiant further states that the (work, services or materials) as shown by the invoice have been (completed or supplied) in accordance with the plans, specification, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment, directly or indirectly to an elected official, officer or employee of the purchasing agency or money or any other thing of value to obtain payment.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary ( )

THIS DOCUMENT IS SUBJECT TO  
THE APPROVAL OF THE GOVERNING BOARD.

Contractor ( )

*Peter [Signature]* 10/14/10  
*John [Signature]* 10/13/10  
DIVISION DIRECTOR  
*Gayla [Signature]*  
COMPTROLLER

# K-Bar Company

Rt. 3 Box 242  
McAlester, OK 74501  
(918) 423-9041  
(918) 423-7300 Fax

## Invoice

DATE	INVOICE #
10/7/2010	12814

BILL TO
City of McAlester PO Box 578 McAlester OK 74502

P.O. NO.	TERMS	DUE DATE	LOCATION
10-00937	Net 30	11/6/2010	landfill

SERVICE DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
	Haul 80 loads of topsoil 10/04-10/06		6,000.00	6,000.00
KC 10-12-10				

<b>Total</b>	\$6,000.00
--------------	------------

**CITY OF McALESTER**

First &amp; Washington

PO BOX 578

McAlester OK 74502-0578

(918) 423-9300

**PURCHASE ORDER**

PO Number	Date	Vendor #	Payment
10-01006	10/08/2010	01-K00005	110910

SHOW PURCHASE ORDER NUMBER ON ALL INVOICES, SHIPPING PAPERS, CORRESPONDENCE AND CONTAINERS.

**ISSUED TO:** K-BAR CO CONSTRUCTION  
TERRY KINYON  
RT 3 BOX 242  
MCALESTER, OK 74501

**SHIP TO:** LANDFILL  
2410 MITCHELL ROAD  
MCALESTER, OK 74501

I hereby certify the articles listed have been received or  
services performed and this claim is approved for payment.

Karla Galt 10-20-10  
NAME DATE

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1		COVER DIRT FOR LANDFILL	09 -5864410		6,000.00
<p>In # 12825 Amt. 6,000.00</p>					
<b>TOTAL THIS PO</b>					6,000.00

**AFFIDAVIT**

STATE OF ( ) COUNTY OF ( )

The undersigned person of says that this invoice is true and correct and that (s)he is authorized to submit the invoice pursuant to a contract or purchase order. Affiant further states that the (work, services or materials) as shown by the invoice have been (completed or supplied) in accordance with the plans, specification, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment, directly or indirectly to an elected official, officer or employee of the purchasing agency or money or any other thing of value to obtain payment.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary ( )

THIS DOCUMENT IS SUBJECT TO  
THE APPROVAL OF THE GOVERNING BOARD.

Contractor ( )

Rita Stasiak 10-21-10  
John Galt 10/21/10  
DIVISION DIRECTOR  
Carla Rube 10-21-10  
COMPTROLLER

Rt. 3 Box 242  
McAlester, OK 74501  
(918) 423-9041  
(918) 423-7300 Fax

DATE	INVOICE #
10/19/2010	12825

BILL TO
City of McAlester PO Box 578 McAlester OK 74502

P.O. NO.	TERMS	DUE DATE	LOCATION
10-01006	Net 30	11/18/2010	Landfill

SERVICE DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
	Hauled 80 loads of topsoil 10/12 & 10/18		6,000.00	6,000.00
		KC 10-18-10		

110  
10-18-10

**Total**

\$6,000.00

**CITY OF McALESTER**First & Washington  
PO BOX 578McAlester OK 74502-0578  
(918) 423-9300**PURCHASE ORDER**

PO Number	Date	Vendor #	Payment
10-01007	10/08/2010	01-K00005	110910

SHOW PURCHASE ORDER NUMBER ON ALL INVOICES, SHIPPING PAPERS, CORRESPONDENCE AND CONTAINERS.

**ISSUED TO:** K-BAR CO CONSTRUCTION  
TERRY KINYON  
RT 3 BOX 242  
MCALESTER, OK 74501

**SHIP TO:** LANDFILL  
2410 MITCHELL ROAD  
MCALESTER, OK 74501

I hereby certify the articles listed have been received or  
services performed and this claim is approved for payment.

Kala McIntosh 10-21-10  
NAME DATE

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1		COVER DIRT FOR LANDFILL	09 -5864410		6,000.00
IN # 12832					
<b>TOTAL THIS PO</b>					6,000.00

**AFFIDAVIT**

STATE OF ( ) COUNTY OF ( )

The undersigned person says that this invoice is true and correct and that (s)he is authorized to submit the invoice pursuant to a contract or purchase order. Affiant further states that the (work, services or materials) as shown by the invoice have been (completed or supplied) in accordance with the plans, specification, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment, directly or indirectly to an elected official, officer or employee of the purchasing agency or money or any other thing of value to obtain payment.

Contractor ( )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary ( )

THIS DOCUMENT IS SUBJECT TO  
THE APPROVAL OF THE GOVERNING BOARD.

[Signature] 10/22/10  
DIVISION DIRECTOR  
COMPTROLLER



Rt. 3 Box 242  
McAlester, OK 74501  
(918) 423-9041  
(918) 423-7300 Fax

DATE	INVOICE #
10/20/2010	12832

BILL TO
City of McAlester PO Box 578 McAlester OK 74502

P.O. NO.	TERMS	DUE DATE	LOCATION
10-01007	Net 30	11/19/2010	Landfill

SERVICE DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
	Haul 81 loads of topsoil 10/18-10/19		6,000.00	6,000.00
		KC 10-21-10		

10-2-10

**Total**

\$6,000.00

**CITY OF McALESTER**

First & Washington  
PO BOX 578  
McAlester OK 74502-0578  
(918) 423-9300

# PURCHASE ORDER

PO Number	Date	Vendor #	Payment
10-01121	10/22/2010	01-K00005	

SHOWPURCHASE ORDER NUMBER ON ALL INVOICES, SHIPPING PAPERS, CORRESPONDENCE AND CONTAINERS.

**ISSUED TO:** K-BAR CO CONSTRUCTION  
TERRY KINYON  
RT 3 BOX 242  
MCALESTER, OK 74501

**SHIP TO:** LANDFILL  
2410 MITCHELL ROAD  
MCALESTER, OK 74501

I hereby certify the articles listed have been received or services performed and this claim is approved for payment.

*Kalle Cuthbert* 11-3-10  
NAME DATE

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1		COVER DIRT FOR LANDFILL TO MEET DEQ REQUIREMENTS	09 -5864410		<del>5,000.00</del> <i>6,000.00</i>
					<i>INV# 12838</i>
					<b>TOTAL THIS PO</b> <i>6,000.00</i>

## AFFIDAVIT

STATE OF ( ) COUNTY OF ( )

The undersigned person of says that this invoice is true and correct and that (s)he is authorized to submit the invoice pursuant to a contract or purchase order. Affiant further states that the (work, services or materials) as shown by the invoice have been (completed or supplied) in accordance with the plans, specification, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment, directly or indirectly to an elected official, officer or employee of the purchasing agency or money or any other thing of value to obtain payment.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary ( )

THIS DOCUMENT IS SUBJECT TO  
THE APPROVAL OF THE GOVERNING BOARD.

Contractor ( )

*Rita Stasiak* 11-5-10  
*John [Signature]* 11/05/10  
DIVISION DIRECTOR  
*Gayle Duke* 11-9-10  
COMPTROLLER

# K-Bar Company

Rt. 3 Box 242  
McAlester, OK 74501  
(918) 423-9041  
(918) 423-7300 Fax

## Invoice

DATE	INVOICE #
10/31/2010	12838

BILL TO
City of McAlester PO Box 578 McAlester OK 74502

P.O. NO.	TERMS	DUE DATE	LOCATION
10-01121	Net 30	11/30/2010	Landfill

SERVICE DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
10/22/2010	Dump Truck (13 loads)	13	75.00	975.00
	Dump Truck (13 loads)	13	75.00	975.00
10/23/2010	Dump Truck (7 loads)	7	75.00	525.00
	Dump Truck (7 loads)	7	75.00	525.00
10/29/2010	Dump Truck (20 loads)	20	75.00	1,500.00
	Dump Truck (20 loads)	20	75.00	1,500.00
		164		
		11-3-10		

**Total**

\$6,000.00

**CITY OF McALESTER**

First & Washington  
PO BOX 578  
McAlester OK 74502-0578  
(918) 423-9300

**PURCHASE ORDER**

PO Number	Date	Vendor #	Payment
10-01137	10/25/2010	01-K00005	121410

SHOW PURCHASE ORDER NUMBER ON ALL INVOICES, SHIPPING PAPERS, CORRESPONDENCE AND CONTAINERS.

**ISSUED TO:** K-BAR CO CONSTRUCTION  
TERRY KINYON  
RT 3 BOX 242  
MCALESTER, OK 74501

**SHIP TO:** LANDFILL  
2410 MITCHELL ROAD  
MCALESTER, OK 74501

I hereby certify the articles listed have been received or services performed and this claim is approved for payment.

Karla Guttman 11-23-10  
NAME DATE

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1		COVER DIRT FOR LANDFILL THIS IS NECESSARY TO IMPROVE THE LANDFILL SITE TO BE IN COMPLIANCE WITH DEQ PERMIT	09 -5864410		6,000.00
#12857					
TOTAL THIS PO					6,000.00

**AFFIDAVIT**

STATE OF ( ) COUNTY OF ( )

The undersigned person says that this invoice is true and correct and that (s)he is authorized to submit the invoice pursuant to a contract or purchase order. Affiant further states that the (work, services or materials) as shown by the invoice have been (completed or supplied) in accordance with the plans, specification, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment, directly or indirectly to an elected official, officer or employee of the purchasing agency or money or any other thing of value to obtain payment.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary ( )

THIS DOCUMENT IS SUBJECT TO  
THE APPROVAL OF THE GOVERNING BOARD.

Contractor ( )  
Peter Stasich 11-29-10  
James K. [Signature] 11/23/10  
DIVISION DIRECTOR  
Gayle Duke  
COMPTROLLER

# K-Bar Company

Rt. 3 Box 242  
McAlester, OK 74501  
(918) 423-9041  
(918) 423-7300 Fax

## Invoice

DATE	INVOICE #
11/15/2010	12857

BILL TO
City of McAlester PO Box 578 McAlester OK 74502

P.O. NO.	TERMS	DUE DATE	LOCATION
10-01137	Net 30	12/15/2010	landfill

SERVICE DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
11/5/2010	Dump Truck (19 loads)	19	75.00	1,425.00
	Dump Truck (21 loads)	21	75.00	1,575.00
11/12/2010	Dump Truck (10 loads)	10	75.00	750.00
	Dump Truck (11 loads)	11	75.00	825.00
	Dump Truck (11 loads)	11	75.00	825.00
11/15/2010	Dump Truck (4 loads)	4	75.00	300.00
	Dump Truck (4 loads)	4	75.00	300.00
		<i>KC</i> <i>11-23-10</i>		

**Total**

\$6,000.00

**CITY OF McALESTER**

First & Washington  
PO BOX 578  
McAlester OK 74502-0578  
(918) 423-9300

# PURCHASE ORDER

PO Number	Date	Vendor #	Payment
10-01172	10/26/2010	01-K00005	

SHOW PURCHASE ORDER NUMBER ON ALL INVOICES, SHIPPING PAPERS, CORRESPONDENCE AND CONTAINERS.

**ISSUED TO:** K-BAR CO CONSTRUCTION  
TERRY KINYON  
RT 3 BOX 242  
MCALESTER, OK 74501

**SHIP TO:** PUBLIC WORKS  
28 E WASHINGTON  
MCALESTER, OKLA. 74501  
JOHN MODZELEWSKI

I hereby certify the articles listed have been received or services performed and this claim is approved for payment.

*Karla Duke* 11-2-10  
NAME DATE

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1		COVER DIRT	09 -5864410		<del>5,000.00</del>
		COVER DIRT FOR LANDFILL - INTERMEDIATE COVER			7,500.00
			<del>#12839</del>		<del>2,500.00</del>
			12839 - 7,500.00		
TOTAL THIS PO					7,500.00

## AFFIDAVIT

STATE OF ( ) COUNTY OF ( )

The undersigned person of says that this invoice is true and correct and that (s)he is authorized to submit the invoice pursuant to a contract or purchase order. Affiant further states that the (work, services or materials) as shown by the invoice have been (completed or supplied) in accordance with the plans, specification, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment, directly or indirectly to an elected official, officer or employee of the purchasing agency or money or any other thing of value to obtain payment.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary ( )

THIS DOCUMENT IS SUBJECT TO  
THE APPROVAL OF THE GOVERNING BOARD.

Contractor ( )  
*Peter Stasiak* 11-8-10  
*John M. [unclear]* 11/08/10  
DIVISION DIRECTOR  
*Carla Duke*  
COMPTROLLER

# K-Bar Company

Rt. 3 Box 242  
McAlester, OK 74501  
(918) 423-9041  
(918) 423-7300 Fax

## Invoice

DATE	INVOICE #
10/29/2010	12839

BILL TO
City of McAlester PO Box 578 McAlester OK 74502

P.O. NO.	TERMS	DUE DATE	LOCATION
10-010072	Net 30	11/28/2010	LandfillSlope

SERVICE DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
	80 of 1st 100 loads			
10/22/2010	Dump Truck Haul 8 loads of topsoil	8	75.00	600.00
	Dump Truck Haul 5 loads of topsoil	5	75.00	375.00
10/23/2010	Dump Truck Haul 7 loads of topsoil	7	75.00	525.00
	Dump Truck Haul 6 loads of topsoil	6	75.00	450.00
10/25/2010	Dump Truck Haul 24 loads of topsoil	24	75.00	1,800.00
	Dump Truck Haul 24 loads of topsoil	24	75.00	1,800.00
10/26/2010	Dump Truck Haul 13 loads of topsoil	13	75.00	975.00
	Dump Truck Haul 13 loads of topsoil	13	75.00	975.00
<i>Ke 11-2-10</i>				

**Total**

\$7,500.00

## CITY OF McALESTER

First &amp; Washington

PO BOX 578

McAlester OK 74502-0578

(918) 423-9300

## PURCHASE ORDER

PO Number	Date	Vendor #	Payment
10-01173	10/26/2010	01-K00005	122810

SHOW PURCHASE ORDER NUMBER ON ALL INVOICES, SHIPPING PAPERS, CORRESPONDENCE AND CONTAINERS

ISSUED TO: K-BAR CO CONSTRUCTION  
TERRY KINYON  
RT 3 BOX 242  
MCALESTER, OK 74501

SHIP TO: PUBLIC WORKS  
28 E WASHINGTON  
MCALESTER, OKLA. 74501  
JOHN MODZELEWSKI

I hereby certify the articles listed have been received or  
services performed and this claim is approved for payment.

*Kyle Giffender* 12-14  
NAME DATE

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1		DOZER WORK DOZER WORK FOR LANDFILL CELL	09 -5864410		6,000.00
TOTAL THIS PO					6,000.00

## AFFIDAVIT

STATE OF ( ) COUNTY OF ( )

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Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary ( )

THIS DOCUMENT IS SUBJECT TO  
THE APPROVAL OF THE GOVERNING BOARD.

Contractor ( )

*Peter Vlasinsky 12-20-10*  
*John Vlasinsky 12/15/10*  
DIVISION DIRECTOR  
*Bryla Dubre*  
COMPTROLLER



Rt. 3 Box 242  
McAlester, OK 74501  
(918) 423-9041  
(918) 423-7300 Fax

DATE	INVOICE #
12/10/2010	12846

City of McAlester  
PO Box 578  
McAlester OK 74502

P.O. NO.	TERMS	DUE DATE	LOCATION
10-01173	Net 30	1/9/2011	landfillslope

SERVICE DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
	Dozer work for slope 10/26-12/08		6,000.00	6,000.00

\$6,000.00

**CITY OF McALESTER**

First &amp; Washington

PO BOX 578

McAlester OK 74502-0578

(918) 423-9300

**PURCHASE ORDER**

PO Number	Date	Vendor #	Payment
10-01175	10/28/2010	01-K00005	

SHOW PURCHASE ORDER NUMBER ON ALL INVOICES, SHIPPING PAPERS, CORRESPONDENCE AND CONTAINERS.

**ISSUED TO:** K-BAR CO CONSTRUCTION  
TERRY KINYON  
RT 3 BOX 242  
MCALESTER, OK 74501

**SHIP TO:** LANDFILL  
2410 MITCHELL ROAD  
MCALESTER, OK 74501

I hereby certify the articles listed have been received or  
services performed and this claim is approved for payment.

Kalla [Signature] 10-3-10  
NAME DATE

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1		COVER DIRT FOR LAND FILL	09 -5864410		7,500.00

*In # 12843*

**TOTAL THIS PO**

7,500.00

**AFFIDAVIT**

STATE OF ( ) COUNTY OF ( )

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Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary ( )

Contractor (

Peter Stasiak 11/5-10  
John [Signature] 11/05/10  
DIVISION DIRECTOR  
Gary [Signature] 11-9-10  
COMPTROLLER

THIS DOCUMENT IS SUBJECT TO  
THE APPROVAL OF THE GOVERNING BOARD.

# K-Bar Company

Rt. 3 Box 242  
McAlester, OK 74501  
(918) 423-9041  
(918) 423-7300 Fax

## Invoice

DATE	INVOICE #
10/31/2010	12843

BILL TO
City of McAlester PO Box 578 McAlester OK 74502

P.O. NO.	TERMS	DUE DATE	LOCATION
10-01175	Net 30	11/30/2010	Landfillslope

SERVICE DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
10/26/2010	2nd 100 loads Dump Truck Haul 7 loads of topsoil	7	75.00	525.00
	Dump Truck Haul 8 loads of topsoil	8	75.00	600.00
	Dump Truck Haul 3 loads of topsoil	3	75.00	225.00
10/28/2010	Dump Truck Haul 28 loads of topsoil	28	75.00	2,100.00
	Dump Truck Haul 27 loads of topsoil	27	75.00	2,025.00
10/29/2010	Dump Truck Haul 14 loads of topsoil	14	75.00	1,050.00
	Dump Truck Haul 13 loads of topsoil	13	75.00	975.00
KC 10-3-10				

**Total**

\$7,500.00

**CITY OF McALESTER**

First & Washington  
PO BOX 578  
McAlester OK 74502-0578  
(918) 423-9300

# PURCHASE ORDER

PO Number	Date	Vendor #	Payment
10-01296	11/12/2010	01-K00005	121410

SHOW PURCHASE ORDER NUMBER ON ALL INVOICES, SHIPPING PAPERS, CORRESPONDENCE AND CONTAINERS.

**ISSUED TO:** K-BAR CO CONSTRUCTION  
TERRY KINYON  
RT 3 BOX 242  
MCALESTER, OK 74501

**SHIP TO:** LANDFILL  
2410 MITCHELL ROAD  
MCALESTER, OK 74501

I hereby certify the articles listed have been received or services performed and this claim is approved for payment.

*Karla Mitchell* 11-6-10  
NAME DATE

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1		COVER DIRT FOR LAND FILL	09 -5864410		7,500.00
<div>INV 12875</div>					
TOTAL THIS PO					7,500.00

**AFFIDAVIT**

STATE OF ( ) COUNTY OF ( )

The undersigned person of says that this invoice is true and correct and that (s)he is authorized to submit the invoice pursuant to a contract or purchase order. Affiant further states that the (work, services or materials) as shown by the invoice have been (completed or supplied) in accordance with the plans, specification, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment, directly or indirectly to an elected official, officer or employee of the purchasing agency or money or any other thing of value to obtain payment.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary ( )

Contractor ( )

*Peter Stasiak* 12-6-10  
*John C. [Signature]* 12/06/10  
DIVISION DIRECTOR  
*Carla Duke*  
COMPTROLLER

THIS DOCUMENT IS SUBJECT TO  
THE APPROVAL OF THE GOVERNING BOARD.

# K-Bar Company

Rt. 3 Box 242  
McAlester, OK 74501  
(918) 423-9041  
(918) 423-7300 Fax

## Invoice

DATE	INVOICE #
11/30/2010	12875

BILL TO
City of McAlester PO Box 578 McAlester OK 74502

P.O. NO.	TERMS	DUE DATE	LOCATION
10-01296	Net 30	12/30/2010	slope

SERVICE DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
11/22/2010	Dump Truck (13 loads of topsoil)	13	75.00	975.00
	Dump Truck (13 loads of topsoil)	13	75.00	975.00
11/23/2010	Dump Truck (26 loads of topsoil)	26	75.00	1,950.00
	Dump Truck (26 loads of topsoil)	26	75.00	1,950.00
11/30/2010	Dump Truck (11 loads of topsoil)	11	75.00	825.00
	Dump Truck (11 loads of topsoil)	11	75.00	825.00

164  
11-6-10

**Total**

\$7,500.00

**CITY OF McALESTER**

First & Washington  
PO BOX 578  
McAlester OK 74502-0578  
(918) 423-9300

# PURCHASE ORDER

PO Number	Date	Vendor #	Payment
10-01307	11/16/2010	01-K00005	121410

SHOW PURCHASE ORDER NUMBER ON ALL INVOICES, SHIPPING PAPERS, CORRESPONDENCE AND CONTAINERS.

**ISSUED TO:** K-BAR CO CONSTRUCTION  
TERRY KINYON  
RT 3 BOX 242  
MCALESTER, OK 74501

**SHIP TO:** LANDFILL  
2410 MITCHELL ROAD  
MCALESTER, OK 74501

I hereby certify the articles listed have been received or services performed and this claim is approved for payment.

*Karla* *11-16-10*  
NAME DATE

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1		COVER DIRT FOR LANDFILL	09 - 5864410		6,000.00

*Inv# 12867*

**TOTAL THIS PO**

6,000.00

## AFFIDAVIT

STATE OF ( ) COUNTY OF ( )

The undersigned person of says that this invoice is true and correct and that (s)he is authorized to submit the invoice pursuant to a contract or purchase order. Affiant further states that the (work, services or materials) as shown by the invoice have been (completed or supplied) in accordance with the plans, specification, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment, directly or indirectly to an elected official, officer or employee of the purchasing agency or money or any other thing of value to obtain payment.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary ( )

Contractor ( )

THIS DOCUMENT IS SUBJECT TO  
THE APPROVAL OF THE GOVERNING BOARD.

*Peter Stasiak 12/16-10*  
*John Napier 12/06/11*  
DIVISION DIRECTOR  
*Gayla Dubre*  
COMPTROLLER

# K-Bar Company

Rt. 3 Box 242  
McAlester, OK 74501  
(918) 423-9041  
(918) 423-7300 Fax

## Invoice

DATE	INVOICE #
11/30/2010	12867

BILL TO
City of McAlester PO Box 578 McAlester OK 74502

P.O. NO.	TERMS	DUE DATE	LOCATION
10-01307	Net 30	12/30/2010	landfill

SERVICE DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
11/17/2010	Dump Truck (13 loads of topsoil)	13	75.00	975.00
	Dump Truck (15 loads of topsoil)	15	75.00	1,125.00
	Dump Truck (12 loads of topsoil)	12	75.00	900.00
11/22/2010	Dump Truck (13 loads of topsoil)	13	75.00	975.00
	Dump Truck (13 loads of topsoil)	13	75.00	975.00
11/30/2010	Dump Truck (7 loads of topsoil)	7	75.00	525.00
	Dump Truck (7 loads of topsoil)	7	75.00	525.00
			KC 11-6-10	

<b>Total</b>	\$6,000.00
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**CITY OF McALESTER**

First & Washington  
PO BOX 578  
McAlester OK 74502-0578  
(918) 423-9300

# PURCHASE ORDER

PO Number	Date	Vendor #	Payment
10-01373	11/30/2010	01-K00005	122810

SHOW PURCHASE ORDER NUMBER ON ALL INVOICES, SHIPPING PAPERS, CORRESPONDENCE AND CONTAINERS.

**ISSUED TO:** K-BAR CO CONSTRUCTION  
TERRY KINYON  
RT 3 BOX 242  
MCALESTER, OK 74501

**SHIP TO:** LANDFILL  
2410 MITCHELL ROAD  
MCALESTER, OK 74501

I hereby certify the articles listed have been received or services performed and this claim is approved for payment.

*Karla Gutterman*  
NAME DATE

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1		COVER DIRT FOR LANDFILL	09 -5864410		7,500.00
<i>Intermediate</i>					
<i>Inv# 12886</i>					
<b>TOTAL THIS PO</b>					7,500.00

**AFFIDAVIT**

STATE OF ( ) COUNTY OF ( )

The undersigned person of says that this invoice is true and correct and that (s)he is authorized to submit the invoice pursuant to a contract or purchase order. Affiant further states that the (work, services or materials) as shown by the invoice have been (completed or supplied) in accordance with the plans, specification, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment, directly or indirectly to an elected official, officer or employee of the purchasing agency or money or any other thing of value to obtain payment.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary ( )

THIS DOCUMENT IS SUBJECT TO  
THE APPROVAL OF THE GOVERNING BOARD.

Contractor ( *Peter Stasig* 12-13-10 )  
*John Napier* 12/10/10  
DIVISION DIRECTOR  
*Gayle Dulse*  
COMPTROLLER



# K-Bar Company

Rt. 3 Box 242  
McAlester, OK 74501  
(918) 423-9041  
(918) 423-7300 Fax

## Invoice

DATE	INVOICE #
12/7/2010	12886

BILL TO
City of McAlester PO Box 578 McAlester OK 74502

P.O. NO.	TERMS	DUE DATE	LOCATION
10-01373	Net 30	1/6/2011	landfillslope

SERVICE DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
12/3/2010	Dump Truck Haul 26 loads of topsoil	26	75.00	1,950.00
	Dump Truck Haul 26 loads of topsoil	26	75.00	1,950.00
12/6/2010	Dump Truck Haul 26 loads of topsoil	26	75.00	1,950.00
	Dump Truck Haul 22 loads of topsoil	22	75.00	1,650.00
<div>KC 12/8/10</div>				

**Total**

\$7,500.00

**CITY OF McALESTER**

First & Washington  
PO BOX 578  
McAlester OK 74502-0578  
(918) 423-9300

**PURCHASE ORDER**

PO Number	Date	Vendor #	Payment
10-01432	12/06/2010	01-K00005	122810

SHOW PURCHASE ORDER NUMBER ON ALL INVOICES, SHIPPING PAPERS, CORRESPONDENCE AND CONTAINERS.

**ISSUED TO:** K-BAR CO CONSTRUCTION  
TERRY KINYON  
RT 3 BOX 242  
MCALESTER, OK 74501

**SHIP TO:** LANDFILL  
2410 MITCHELL ROAD  
MCALESTER, OK 74501

I hereby certify the articles listed have been received or services performed and this claim is approved for payment.

Karla Mullender 12-16-10  
NAME DATE

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1		COVER DIRT FOR LANDFILL	09 - 5864410		7,500.00
IN # 12891					
TOTAL THIS PO					7,500.00

**AFFIDAVIT**

STATE OF ( ) COUNTY OF ( )

The undersigned person of says that this invoice is true and correct and that (s)he is authorized to submit the invoice pursuant to a contract or purchase order. Affiant further states that the (work, services or materials) as shown by the invoice have been (completed or supplied) in accordance with the plans, specification, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment, directly or indirectly to an elected official, officer or employee of the purchasing agency or money or any other thing of value to obtain payment.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
Notary ( )

Contractor ( )

Peter Kharishy 12-16-10  
John M. [Signature] 12/16/10  
DIVISION DIRECTOR  
Gayla Duke 12/20/10  
COMPTROLLER

THIS DOCUMENT IS SUBJECT TO  
THE APPROVAL OF THE GOVERNING BOARD.

# K-Bar Company

Rt. 3 Box 242  
McAlester, OK 74501  
(918) 423-9041  
(918) 423-7300 Fax

## Invoice

DATE	INVOICE #
12/14/2010	12891

BILL TO
City of McAlester PO Box 578 McAlester OK 74502

P.O. NO.	TERMS	DUE DATE	LOCATION
10-01432	Net 30	1/13/2011	landfillslope

SERVICE DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
12/8/2010	Dump Truck Haul 21 loads of topsoil	21	75.00	1,575.00
12/9/2010	Dump Truck Haul 11 loads of topsoil	11	75.00	825.00
	Dump Truck Haul 9 loads of topsoil	9	75.00	675.00
12/10/2010	Dump Truck Haul 22 loads of topsoil	22	75.00	1,650.00
	Dump Truck Haul 23 loads of topsoil	23	75.00	1,725.00
12/13/2010	Dump Truck Haul 8 loads of topsoil	8	75.00	600.00
	Dump Truck Haul 6 loads of topsoil	6	75.00	450.00
KC 12-16-10				

**Total**

\$7,500.00

**CITY OF McALESTER**

First &amp; Washington

PO BOX 578

McAlester OK 74502-0578

(918) 423-9300

**PURCHASE ORDER**

PO Number	Date	Vendor #	Payment
10-01433	12/06/2010	01-K00005	122810

SHOW PURCHASE ORDER NUMBER ON ALL INVOICES, SHIPPING PAPERS, CORRESPONDENCE AND CONTAINERS.

**ISSUED TO:** K-BAR CO CONSTRUCTION  
TERRY KINYON  
RT 3 BOX 242  
MCALESTER, OK 74501

**SHIP TO:** LANDFILL  
2410 MITCHELL ROAD  
MCALESTER, OK 74501

I hereby certify the articles listed have been received or services performed and this claim is approved for payment.

*Kawa Gutierrez* 12-14-10  
NAME DATE

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1		COVER DIRT FOR LANDFILL	09 -5864410		6,000.00
<i>IN. # 12889</i>					
<b>TOTAL THIS PO</b>					6,000.00

**AFFIDAVIT**

STATE OF ( ) COUNTY OF ( )

The undersigned person of says that this invoice is true and correct and that (s)he is authorized to submit the invoice pursuant to a contract or purchase order. Affiant further states that the (work, services or materials) as shown by the invoice have been (completed or supplied) in accordance with the plans, specification, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment, directly or indirectly to an elected official, officer or employee of the purchasing agency or money or any other thing of value to obtain payment.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary ( )

Contractor ( )

*Rita Stasinski* 12/20-10  
*John W. [Signature]* 12/15/10  
DIVISION DIRECTOR  
*Bayla Duke*  
COMPTROLLER

THIS DOCUMENT IS SUBJECT TO  
THE APPROVAL OF THE GOVERNING BOARD.

# K-Bar Company

Rt. 3 Box 242  
McAlester, OK 74501  
(918) 423-9041  
(918) 423-7300 Fax

## Invoice

DATE	INVOICE #
12/10/2010	12889

BILL TO
City of McAlester PO Box 578 McAlester OK 74502

P.O. NO.	TERMS	DUE DATE	LOCATION
10-01433	Net 30	1/9/2011	landfillcover

SERVICE DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
12/7/2010	Dump Truck (26 loads of topsoil)	26	75.00	1,950.00
	Dump Truck (27 loads of topsoil)	27	75.00	2,025.00
12/9/2010	Dump Truck (7 loads of topsoil)	7	75.00	525.00
	Dump Truck (20 loads of topsoil)	20	75.00	1,500.00
		KC 12-14-10		

**Total**

\$6,000.00