



CITY COUNCIL AGENDA





CITY OF MIDWEST CITY MEETINGS FOR October 22, 2024

All Council/Authority/Commission meetings of the City of Midwest City (MWC) elected officials will be held in the Council Chamber located at 100 N. Midwest Blvd., Midwest City, OK 73110, Oklahoma County, Oklahoma, unless notified otherwise.

Regularly scheduled meetings of the elected officials will be streamed live and recorded on the MWC YouTube channel: [Bit.ly/CityofMidwestCity](https://bit.ly/CityofMidwestCity) with the recorded videos available there within 48 hours.

Special Assistance for a Meeting: Send request via email to tanderson@midwestcityok.org or call 405-739-1220 no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

Please note that the elected officials will informally gather at or after 5:00 PM in the City Manager's Conference room for dinner for evening meetings; however, no business will be discussed or acted upon. Meals will only be provided to the City Council and staff. Doors to the Council Chamber will be open to the public fifteen minutes prior to the start of a meeting.

For the purposes of all meetings of the MWC elected and/or appointed officials, the term "possible action" shall mean possible adoption, rejection, amendments, postponements, and/or recommendation to the City Council and/or Authorities.

Pursuant to Midwest City Resolution 2022-50, the following rules of conduct and engagement are in effect for all meetings of the MWC elected and/or appointed officials:

1. Only residents of the City, and/or identifiable business doing business in or with the City, or where it is required by statute during public hearings may speak during a public meeting, unless by majority vote of the City Council, non-residents may be permitted to comment on agenda items that impact them. To verify this new requirement, speakers must state their name and City residential/business address or provide/present proof of residential/business address to the City Clerk before addressing the elected officials.
2. There will be a 4 (four) minute time restriction on each speaker, which can be extended by a vote of the City Council, only if it benefits and/or clarifies the discussion at hand. The City Clerk, or designee, will be the timekeeper and will notify the chair when time has expired.
3. The Mayor/Chair reserves the right to remove individuals from the audience if they become disorderly. If the Mayor/Chair asks a disruptive individual to leave and the individual refuses to leave, the meeting will be recessed and appropriate law enforcement action will be taken.
4. Agenda items requesting action of the elected officials shall include:
 1. Presentation by City Staff and/or their invited guest speaker;
 2. If a public hearing is required, questions and discussion by and between the elected officials, City Staff, and the public;
 3. Questions and discussion by and between the elected officials and City Staff, invited guest speaker, and/or public during a public hearing; and
 4. Motion and second by the elected officials.
 5. If a motion is to be amended, the one who made the motion may agree and restate the motion with the amendment; however, if the maker of the motion does not agree to the amendment, the motion may be voted on as it stands.
 6. Final discussion and possible action/amended motion by the elected officials.



CONSENT AGENDA





CITY OF MIDWEST CITY COUNCIL AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

October 22, 2024 – 6:00 PM

Presiding members: Mayor Matthew Dukes

Ward 1 Susan Eads

Ward 3 Rita Maxwell

Ward 5 Sara Bana

Ward 2 Pat Byrne

Ward 4 Marc Thompson

Ward 6 Rick Favors

City Staff:

City Manager Tim Lyon

City Clerk Sara Hancock

City Attorney Don Maisch

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation by Assistant City Manager Vaughn Sullivan
- Pledge of Allegiance by Carl Albert High School ROTC Cadets:
 - US Rifle: Cadet Cazares,
 - US Flag and Team Commander: Cadet West,
 - OK Flag: Henson
 - OK Rifle: Wilson
- Community-related announcements and comments

C. CONSENT AGENDA. These items are placed on the Consent Agenda so the Council members, by unanimous consent, can approve routine agenda items by one motion. If any Council member requests to discuss an item(s) or if there is not unanimous consent, then the item(s) will be removed and heard in regular order.

1. Discussion, consideration and possible action to approve the September 24, 2024 meeting minutes. (City Clerk - S. Hancock)
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2024-2025, increase: Reimbursed Projects Fund, revenue/Intergovernmental (00) \$2,000; expenditures/Animal Welfare (10) \$2,000. Grants Fund, revenue/Intergovernmental (21) \$470; expenditures/Transfers Out (21) \$470. Emergency Operations Fund, revenue/Transfers In (00) \$470. Grants Fund, revenue/Intergovernmental (62) \$50,000; revenue/Transfers In (62) \$3,825; expenditures/Police (62) \$53,825. Police Impound Fees Fund, expenditures/Transfers Out (62) \$3,825. Grants Fund, expenditures/Capital Improvements (57) \$17,850. Fire Capitalization Fund, expenditures/Fire (64) \$11,046. Fire Fund, revenue/Miscellaneous (00) \$3,948; expenditures/Fire (64) \$3,948. Risk Fund, expenditures/Risk (29) \$799,079. Workers Comp Fund, expenditures/Risk (29) \$1,138,000. Reimbursed Projects Fund, revenue/Intergovernmental (15) \$1,000; expenditures/Neighborhood Services (15) \$1,000. (Finance - T. Cromar)

3. Discussion, consideration, and possible action of 1) approving of and accepting a grant award from the State of Oklahoma, by and through the District Attorneys Council in the amount of \$158,074 to implement a new MWCPD Crisis Intervention and Response Team and program; and 2) authorizing the Mayor, City Manager, and/or his designee to enter into the necessary contracts and documents to implement all aspects of the grant. (Grants Management - T. Craft)
4. Discussion, consideration, and possible action of accepting and awarding the base bid and alternate bid to and entering into a contract with Cimarron Construction Company for \$60,930.00 and 30 Calendar Days, and authorizing the Mayor to execute a contract for the 24" Water Valve Replacements Project, North Midwest Boulevard. (Engineering & Construction Services - P. Menefee)
5. Discussion, consideration, and possible action to approve a General Mutual Cooperation Agreement between the City of Midwest City and the Board of County Commissioners of Oklahoma County for the FY 24-25. (Engineering & Construction Services - P. Menefee)
6. Discussion, consideration, and possible action of approving a resolution authorizing application for a grant with the Oklahoma 911 Management Authority for funding of Geographic Information Systems (GIS): NG9-1-1 GIS and Addressing. (Information Technology - A. Stephenson)
7. Discussion, consideration, and possible action to declare (1) 2012 Chevrolet Impala and its contents, as surplus and authorizing disposal by public auction, sealed bid or other means necessary. (Police – G. Wipfli)
8. Discussion, consideration, and possible action of 1) declaring various computer equipment and other miscellaneous items of City property as obsolete, defective, or replaced; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary. (Information Technology - A. Stephenson)
9. Discussion, consideration, and possible action of appointing Ms. Janet Swartz to the Midwest City Historical Society representative for a three-year term ending on January 12, 2027. (City Manager - T. Lyon)

D. DISCUSSION ITEMS.

1. (PC-2187) Public hearing, discussion, consideration, and possible action of requests to rename America Avenue to Soldier Street; and a request to rename Soldier Street to American Avenue, both being part of the Soldier Creek Industrial Park (A subdivision of the North Half (N/2) of Section Twenty-Seven (27), Township Twelve (12) North, Range Two (2) West, I.M., Oklahoma County. (Planning & Zoning- M. Summers)
2. Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 1, General Provisions, Section 1-2, Rules of Construction; providing for a repealer and severability. (D. Maisch – City Attorney).

3. Discussion, consideration, and possible action to approve an ordinance amending the Midwest City Municipal Code, Chapter 1 General Provisions, Section 1-12 Enforcement Officers; and providing for repealer and severability. (City Prosecutor - V. Floyd)
 4. Discussion, consideration, and possible action to approve an ordinance amending the Midwest City Municipal Code, Chapter 25 Municipal Court, Article I, In General, Section 25-16 Issuance, Contents, Service of Summons; and providing for repealer and severability. (City Prosecutor - V. Floyd)
 5. Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 2, Administration, Article VIII, Purchasing, Section 2-118, Bids required; invitation; providing for a repealer and severability. (D. Maisch - City Attorney).
 6. Discussion, consideration, and possible action of entering into an agreement for Professional Services with Johnson & Associates in the amount of \$115,500 for a project to reconstruct the drainage on SE 15th Street at the Choctaw Creek Tributary 4 East Branch (just west of Hiwassee Road). (Engineering and Construction Services - B. Bundy)
 7. Discussion, consideration, and possible action of awarding a bid to and approving a professional services contract with Silver Star Construction Company, Inc., to provide on-call general and emergency services for the Public Works Department. (Public Works - R. Streets)
- E. NEW BUSINESS/PUBLIC DISCUSSION. “In accordance with State Statute Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Council on any subject not scheduled on the regular agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.”
- F. EXECUTIVE SESSION.
1. Discussion, consideration, and possible action of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3) to discuss the purchase or appraisal of real property; and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session. (City Manager - T. Lyon)

G. FURTHER INFORMATION.

1. Review of the September 3, 2024 Planning Commission Meeting Minutes. (Planning and Zoning - E. Richey)
2. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager for September 2024. (Human Resources - T. Bradley)
3. Monthly Residential and Commercial Building report for September 2024 Building Report (Engineering & Construction Services—B. Bundy)
4. Review of the City Manager's Report for the month of September 2024. (Finance - T. Cromar)

H. ADJOURNMENT.

Notice for the Midwest City Council meetings was filed for the calendar year with the City Clerk of Midwest. Public notice of this agenda was accessible at least 24 hours before the meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

City of Midwest City Council Minutes

September 24, 2024

This meeting was held in the City Hall Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Mayor Matt Dukes called the meeting to order at 6:04 PM with the following member present:

Ward 1 Susan Eads	Ward 4 Marc Thompson	City Manager Tim Lyon
Ward 2 Pat Byrne	Ward 5 Sara Bana	City Clerk Sara Hancock
Ward 3 Rita Maxwell	Ward 6 Rick Favors	City Attorney Don Maisch

OPENING BUSINESS. The Invocation was given by Assistant City Manager Vaughn Sullivan. The Pledge of Allegiance was led by ROTC Cadets Carter, Maxay, and Alcalá. Mayor Dukes presented Home Away from Home Proclamation. City Manager Lyon made community-related announcements.

CONSENT AGENDA. Favors made a motion to approve the consent agenda with exception of pulling Item #9, seconded by Byrne. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Duke. Nay: None. Motion Carried.

1. Discussion, consideration, or possible action to approve the August 27, 2024 meeting minutes.
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2024-2025, increase: Reimbursed Projects Fund, expenditures/Neighborhood Services (15) \$278. Grants Fund, revenue/Intergovernmental (62) \$46,331; expenditures/Police (62) \$46,331. Police State Seizures Fund, expenditures/Police (62) \$28,000. 2018 Election G.O. Bond Fund, expenditures/General Government (14) \$310,000; expenditures/29th Street (92) \$9,000. Fire Capitalization Fund, revenue/Miscellaneous (00) \$5,280; expenditures/Fire (64) \$5,280.
3. Discussion, consideration, and possible action of entering into a contract with Association of Central Oklahoma Governments for the FY 2024-2025 Unified Planning Work Program (UPWP).
4. Discussion, consideration, and possible action of approving Amendment #2 for Professional Services with Lee Engineering, LLC in the amount of \$3,500 to provide an evaluation of vehicle detection systems as part of ODOT project JP 38093(04).
5. Discussion, consideration, and possible action of the acceptance of maintenance bonds from First Water Contracting, LLC in the amount of \$39,105.63 respectively.
6. Discussion, consideration, and possible action of the acceptance of maintenance bonds from Bentwood Investments in the amount of \$20,722.87 and \$19,289.77 respectively.
7. Discussion, consideration, and possible action of the acceptance of maintenance bonds from H&H Plumbing & Utilities, Inc. in the amount of \$30,076.00, \$17,068.00, and \$36,402.00 respectively.

8. Discussion, consideration, and possible action of the acceptance of maintenance bonds from Schwartz Paving, Inc. in the amount of \$55,846.13.
10. Discussion, consideration, and possible action of declaring two (2) fire hose dryers as surplus and authorizing disposal by public auction, sealed bid or other means as necessary.
11. Discussion, consideration and possible action to declare (1) Folder/Sealer as surplus and authorizing disposal by public auction, sealed bid or other means as necessary.
12. Discussion, consideration, and possible action declaring various items of City property as surplus property and authorizing their disposal through sealed bid, public auction, or by other means as necessary.
13. Discussion, consideration, and possible action of 1) declaring various computer equipment and other miscellaneous items of City property as obsolete, defective, or replaced; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary.
9. **Discussion, consideration, and possible action of appointing Ms. Donna Swartz to the Midwest City Historical Society as the Mayoral representative for a three-year term ending on August January 12, 2027.**

No action taken.

DISCUSSION ITEMS.

1. **(PC-2181) Public hearing, discussion, consideration, and possible action of approval the Final Plat of Glenhaven Commercial for the property described as a tract of land lying in the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.**

Summers and Bundy addressed the council. After Staff and Council discussion, Thompson made a motion to approve, seconded by Eads. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: None. Motion Carried.

2. **(PC-2182) Public hearing, discussion, consideration, and possible action of approving the Final Plat of Glenhaven for the property described as a tract of land lying in the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.**

Summers and Bundy addressed the council. After Staff and Council discussion, Thompson made a motion to approve, seconded by Favors. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Duke. Nay: None. Motion Carried.

3. **(PC-2183) Public hearing, discussion, consideration, and possible action approving a resolution to amend the Comprehensive Plan from Single-Family Detached Residential Land Use to High Density Residential Land Use; and an ordinance to redistrict from Single-Family Detached Residential District (“R-6”) to High Density Residential District (“R-HD”), for the**

property described as a part of the Northeast Quarter (NE/4) of Section Twenty-Six (26), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 1905 & 1919 N. Douglas Blvd., Midwest City.

Summers addressed the Council and Brad Schwab with Cornerstone presented a power point presentation.

At 7:16 PM Council recessed and reconvened at 7:24 PM.

The following citizens addressed council: Sherry Pitts of 8801 NE 17th; Tom Hunt of 8816 NE 17th; Gina Johnson of 9013 NE 19th; Scott Walker of 8820 NE 17th and Maisch addressed Council.

After Staff and Council discussion, Bana made a motion to deny, seconded by Eads. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: None. Motion Carried.

- 4. (PC-2184) Public hearing, discussion, consideration, and possible action to consider approval of the Final Plat of Turtlewood 7th Addition for the property described as a tract of land lying in the Southeast Quarter (SE/4) of Section Seven (7), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma.**

Summers and Maisch addressed Council. Staff and Council had discussion. Eads made a motion to take no action, seconded by Bana. Eads withdrew her motion temporarily for discussion to be had.

Discussion continued with Summers, Chris Anderson with FCC Engineering, Bundy, Nichole Randall of 2404 Shell Dr, Maisch, Lyon and Council. Eads made a motion to take no action and requested the final plat needs to come with a condition the retention pond will adequately handle the drainage for the additional leg or add an alternate solution to handle drainage adequately, seconded by Bana.

More discussion was had. Eads withdrew her motion. Thompson made a motion to approve, seconded by Byrne. Voting Aye: Eads, Byrne, Maxwell, Thompson, and Bana. Nay: Favors, and Dukes. Motion carried.

- 5. (PC-2185) Public hearing, discussion, consideration, and possible action to consider approval of a Special Use Permit to allow “Food and Beverage Retail Sales” for the property described as a part of the Northwest Quarter (NW/4) of Section Nine (9), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 1740 S. Sooner Rd. Suites A & E.**

*At 8:19 PM Bana left meeting.

Summers addressed Council. Eads made a motion to approve, seconded by Byrne. Voting Aye: Eads, Byrne, Maxwell, Thompson, Favors and Duke. Nay: None. Absent: Bana. Motion Carried.

- 6. (PC-2186) Public hearing, discussion, consideration, and possible action to consider approval of the Preliminary Plat of Carters Cove for the property described as a tract of land lying in**

the Northeast Quarter (NE/4) of Section Six (6), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma.

*At 8:22 PM Bana returned to meeting.

Summers and Maisch addressed the Council. After Staff and Council discussion, Eads made a motion to approve, seconded by Byrne. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: None. Motion carried.

- 7. Discussion, consideration, and possible action of entering into an agreement for Professional Services with Johnson & Associates, LMRK, Meshek, Plummer, SRB, and TAP Architecture to provide professional services as an on-call basis for the budget year 2024-2025 and delegating City Manager ability to approve each task order up to the amount of \$100,000.**

Bundy addressed Council. After Staff and Council discussion, Favors made a motion to approve, seconded by Byrne. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: None. Motion carried

*At 8:30 PM Mayor left the meeting and returned at 8:32 PM

- 8. Discussion, consideration, and possible action on a Resolution relating to the incurring of indebtedness by the Trustees of the Midwest City Municipal Authority in an aggregate principal amount of not to exceed Two Million Two Hundred Fifty-Two Thousand Dollars (\$2,252,000.00), approving documents as may be necessary or required and declaring an emergency.**

Streets addressed Council. Eads made a motion to approve Resolution 2024-26, seconded by Byrne. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: None. Motion carried.

Byrne made a motion to declare an emergency, seconded by Bana. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: None. Motion carried.

- 9. Discussion, consideration, and possible action regarding a 3.8% percent across the board increase to the base salary of City Employees covered by the International Association of Firefighters (IAFF) Local #2066 collective bargaining agreement, to be effective July 1, 2024.**

Eads made a motion to approve, seconded by Maxwell. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: None. Motion carried.

- 10. Discussion and consideration for adoption, including any possible amendment, to approve the annual water meter schedule of fees review as allowed per Midwest City Municipal Code, Chapter 43 Water, Sewer, Sewage Disposal and Stormwater Quality, Article II, Water, Section 18 Installation fees; meter installation, etc.**

Lyon and Streets addressed the council. After Staff and Council discussion, Byrne made a motion to approve, seconded by Maxwell. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: None. Motion carried.

11. Discussion, consideration, and possible action of approving a new lease agreement with New Cingular Wireless (f/k/a AT&T) and the Midwest City Municipal Authority for the lease of space for the installation of cellular antennas on the clock tower in W.P Bill Atkinson Park, 301 E. Mid-American Blvd, at an initial annual payment of \$35,000.00.

Maisch and Lyon addressed the Council. After Staff and Council discussion, Eads made a motion to approve, seconded by Bana. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: None. Motion carried.

12. Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 2, Administration, Article II, City Council, Section 2-12, Place of city council meetings; invitation; providing for a repealer and severability.

Maisch addressed the Council. After Staff and Council discussion, Bana made a motion to deny, seconded by Maxwell. Voting Aye: Maxwell and Bana. Nay: Eads, Byrne, Thompson, Favors, and Dukes. Motion failed.

Eads made a motion to approve Ordinance 3566, seconded by Thomspson. Voting Aye: Eads, Byrne, Thompson, Favors and Dukes. Nay: Maxwell and Bana. Motion carried.

NEW BUSINESS/PUBLIC DISCUSSION.

*At 8:58 PM Bana left horseshoe but remained in chambers.

The following citizens addressed Council: Bill Bridges of 10300 Bellmont and Sara Bana of 3824 Bella Vista.

*At 9:07 PM Bana returned to horseshoe.

At 9:07 PM Eads made a motion to recess, seconded by Favors. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion carried.

At 9:11 PM Eads made a motion to reconvene, seconded by Favors. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion carried.

EXECUTIVE SESSION.

- 1. Discussion, consideration, and possible action to 1) entering into executive session, as allowed under Title 25 Section 307 (B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action of the public body with the advice of its attorney, determines that disclosure will seriously impair**

the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest regarding the Hill Arbitration and 2) authorizing the City Manager to take action as appropriate based on discussion.

At 9:11 PM Eads made a motion to enter Executive Session, seconded by Favors. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion carried.

At 9:43 PM Byrne made a motion to return to Open Session, seconded by Eads. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: none. Motion carried.

No action needed.

FURTHER INFORMATION.

1. Review of the City Manager's Report for the month of August 2024.
2. Review of the August 6, 2024 Planning Commission Meeting Minutes.
3. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager for August 2024.
4. Monthly Residential and Commercial Building report for August 2024 Building Report

ADJOURNMENT. There being no further business, Mayor Dukes adjourned the meeting at 9:43 PM.

ATTEST:

MATTHEW D DUKES II, Mayor

SARA HANCOCK, City Clerk



Finance Department
100 N. Midwest Boulevard
Midwest City, OK 73110
tcromar@midwestcity.org
Office: 405-739-1245
www.midwestcityok.org

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: October 22, 2024

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2024-2025, increase: Reimbursed Projects Fund, revenue/Intergovernmental (00) \$2,000; expenditures/Animal Welfare (10) \$2,000. Grants Fund, revenue/Intergovernmental (21) \$470; expenditures/Transfers Out (21) \$470. Emergency Operations Fund, revenue/Transfers In (00) \$470. Grants Fund, revenue/Intergovernmental (62) \$50,000; revenue/Transfers In (62) \$3,825; expenditures/Police (62) \$53,825. Police Impound Fees Fund, expenditures/Transfers Out (62) \$3,825. Grants Fund, expenditures/Capital Improvements (57) \$17,850. Fire Capitalization Fund, expenditures/Fire (64) \$11,046. Fire Fund, revenue/Miscellaneous (00) \$3,948; expenditures/Fire (64) \$3,948. Risk Fund, expenditures/Risk (29) \$799,079. Workers Comp Fund, expenditures/Risk (29) \$1,138,000. Reimbursed Projects Fund, revenue/Intergovernmental (15) \$1,000; expenditures/Neighborhood Services (15) \$1,000.

The first supplement is needed to budget SPDA Grant from Wal-Mart to be used for supplies for Animal Welfare Department. The second and third supplements are needed to budget receipt of Oklahoma Emergency Management Performance Training Grant into Grants Fund and transfer out of proceeds to Emergency Operations Fund. The fourth and fifth supplements are needed to budget 2025 Safe Oklahoma Grant from Oklahoma Office of Attorney General and transfer from Police Impound Fees Fund to Grants Fund to reimburse social security expenses related to grant. The sixth supplement is needed to correct capital outlay roll forward due to expense reclassification in prior fiscal year. The seventh supplement is needed to budget remaining proceeds of Phillips 66 donation to be used to purchase paratech equipment. The eighth supplement is needed to budget installation of sirens and lights for fire truck. The ninth supplement is needed to budget prior years' general liability case reserves per actuarial report. The tenth supplement is needed to budget prior years' workers compensation case reserves per actuarial report. The eleventh supplement is needed to budget Spark Good Grant from Wal-Mart to be used for Neighborhood Services annual food drive.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS
October 22, 2024

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
0	Intergovernmental	2,000			
10	Animal Welfare			2,000	
		2,000	0	2,000	0
Explanation: To budget SPDA Grant from Wal-Mart to be used for supplies for Animal Welfare Department.					

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
21	Intergovernmental	470			
21	Transfers Out			470	
		470	0	470	0
Explanation: To budget receipt of Oklahoma Emergency Management Performance Training Grant and transfer of proceeds to Emergency Operations Fund.					

Fund EMERGENCY OPERATIONS (070)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
0	Transfers In	470			
		470	0	0	0
Explanation: To budget transfer in of proceeds of Oklahoma Emergency Management Performance Training Grant to reimburse expenses paid related to grant in Emergency Operations Fund.					

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Intergovernmental	50,000			
62	Transfers In	3,825			
62	Police			53,825	
		53,825	0	53,825	0
Explanation: To budget 2025 Safe Oklahoma Grant from Oklahoma Office of Attorney General and transfer in from Police Impound Fees Fund to reimburse social security expenses related to grant.					

SUPPLEMENTS
October 22, 2024

Fund POLICE IMPOUND FEES (037)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Transfers Out			3,825	
		<u>0</u>	<u>0</u>	<u>3,825</u>	<u>0</u>

Explanation:
To budget transfer to Grants Fund to reimburse social security expenses related to 2025 Safe Oklahoma Grants. Funding to come from fund balance.

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
57	Capital Improvements			17,850	
		<u>0</u>	<u>0</u>	<u>17,850</u>	<u>0</u>

Explanation:
To correct capital outlay roll forward due to expense reclassification in prior fiscal year. Funding to come from fund balance.

Fund FIRE CAPITALIZATION (041)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
64	Fire			11,046	
		<u>0</u>	<u>0</u>	<u>11,046</u>	<u>0</u>

Explanation:
To budget remaining proceeds of Phillips 66 donation to be used to purchase paratech equipment.

Fund FIRE (040)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
0	Miscellaneous	3,948			
64	Fire			3,948	
		<u>3,948</u>	<u>0</u>	<u>3,948</u>	<u>0</u>

Explanation:
To budget installation of sirens and lights for fire truck. Funding to come from surplus property proceeds.

SUPPLEMENTS
October 22, 2024

Fund RISK (202)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
29	Risk			799,079	
		<u>0</u>	<u>0</u>	<u>799,079</u>	<u>0</u>

Explanation:
To budget prior years' general liability case reserves according to actuarial report. Funding to come from fund balance.

Fund WORKERS COMP (204)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
29	Risk			1,138,000	
		<u>0</u>	<u>0</u>	<u>1,138,000</u>	<u>0</u>

Explanation:
To budget prior years' workers compensation case reserves according to actuarial report. Funding to come from fund balance.

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
15	Intergovernmental	1,000			
15	Neighborhood Service			1,000	
		<u>1,000</u>	<u>0</u>	<u>1,000</u>	<u>0</u>

Explanation:
To budget Spark Good Grant from Wal-Mart to be used for annual food drive.



Grants Management
100 N. Midwest Boulevard
Midwest City, OK 73110
405.739.1216

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: October 22, 2024

RE: Discussion, consideration, and possible action of 1) approving of and accepting a grant award from the State of Oklahoma, by and through the District Attorneys Council in the amount of \$158,074 to implement a new MWCPD Crisis Intervention and Response Team and program; and 2) authorization of the Mayor, City Manager, and/or his designee to enter into the necessary contracts and documents to implement all aspects of the grant. (Grants Management - T. Craft)

Midwest City's application was approved for DOJ Office of Justice Programs, 2024 BYRNE State Crisis Intervention Program (SCIP) funds to develop a Crisis Intervention and Response Team within the Midwest City Police Department. While the MWCPD is highly regarded for its crisis intervention and de-escalation training provided to other jurisdictions and agencies, Midwest City does not have its own Crisis Intervention Team. A full-time MWCPD Crisis Intervention and Response Team would assist and alleviate much of the stress on the patrol division when high risk mental health incidents occur. A trained team of officers and a licensed mental health professional working together can assess and evaluate situations, consider de-escalation techniques, and recognize key indicators of mental health crisis in order to assist in an appropriate intervention strategy and resolution.

Funds will be used to contract with a licensed mental health professional and provide officer overtime. Other aspects of the program include interaction with local middle and high school youth, monitoring the high risk and homeless population, and the purchase/training of a therapy dog. Lt. Jeremy Zuniga and Chief Greg Wipfli will be providing program oversight.

The award documents are attached. Staff recommends approval.

Terri L. Craft
Grants Manager

BYRNE STATE CRISIS INTERVENTION PROGRAM

AWARD NOTICE

**District Attorneys Council
421 N.W. 13th, Suite 290
Oklahoma City OK 73103
(405) 264-5008 FAX (405) 264-5095**

Subgrantee: Midwest City Police Department 100 N. Midwest Blvd. Midwest City, OK 73110-4327 PHONE: (405) 739-1217	SUBGRANT NO: 24B004 Project Name: MWC PD Crisis Intervention and Response Team START DATE: 10/1/2024 END DATE: 9/30/2025
Federal ID Number: 73-6027530 UEI Number: UHS1SSVWXNE7 CFDA: 16.738 Federal Award Number: 15PBJA-23-GG-00028-BSCI	DAC CONTACT: Doyle Albright (405) 264-5008
Grant Amount: \$158,074.00	Program Director: Lt. Jeremy Zuniga (405) 739-1332


This grant is subject to the terms and conditions set forth in the proper program of the State of Oklahoma Grant Application which was submitted to the Department of Justice. The award is authorized by the District Attorneys council (DAC) and DOJ. The subgrantee shall administer the project for which this subgrant is awarded in accordance with the applicable rules, regulations, and conditions as set forth in the Federal guidelines, the Administrative Guide For Justice Grant Programs published by DAC, and the effective edition of the Department of Justice, Office of Justice Programs, Financial and Administrative Guide for Grants. The Subgrantee shall also administer the project in accordance with the Certified Assurances as included in the Subgrantee's application and any special conditions placed on the award. The subgrantee shall maintain separate accounts and accounting records for the subgrant funds, and shall maintain and furnish to DAC and DOJ upon request, detailed accounting and supportive records. The subgrantee shall file such reports relating to the subgrant as are required by DAC and DOJ.

**Special Conditions:
(See Attachment)**

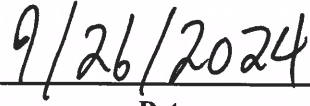
Notary

Chief Executive Officer

Expires _____ **Date** _____ **Commission Number** _____

DAC use only


**Doyle Albright
Director of Federal Grants**



Date

KATHRYN B. BREWER
Executive Coordinator

RYAN STEPHENSON
Assistant Executive Coordinator



STATE OF OKLAHOMA
DISTRICT ATTORNEYS COUNCIL

421 NW 13th Street, Suite 290 • Oklahoma City, Oklahoma 73103

Federal Grants Division

Ph: 405-264-5008 • Fax: 405-264-5099

City of Midwest City

Subgrant/Activity#: 24B004



The Chief Executive Officer and the Project Director must sign the special conditions where indicated.

Special Conditions of the Grant Award

Instructions

- The subgrantee agrees that the Award Document constitutes the operative document obligating and reserving the federal funds for use by the subgrantee. The obligation of the awarded funds is forfeited without further cause if the subgrantee fails to sign and return the Award Document and all other documents as required by the Federal Programs Division within **45 calendar** days of the date on the Award, or **November 11**. Failure to submit the award documents by the deadline shall result in the disqualification of funding.
- The subgrantee agrees to comply with the financial and administrative requirements set forth in the most current edition of the Financial and Administrative Guide as developed by the Federal Grants Division in the District Attorneys Council and the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
- The Federal Grants Division will approve the goals and objectives section for all approved applications to ensure that the objectives are measurable and complete. If requested, the subgrantee will be required to resubmit objectives that are measurable by **November 11**. Failure to submit the appropriate goals and objectives by the deadline shall result in the disqualification of funding.
- The Project Director and the Fiscal Officer of the project must attend the mandatory Administrative and Financial Meeting scheduled on a date to be determined. Failure to attend the mandatory Administrative and Financial Meeting shall result in the disqualification of funding.
- The Federal Grants Division will approve the budget in the framework of the award amount. The subgrantee understands and agrees that any deviations to the approved budget must be in compliance with the requirement set forth the most current edition of the **Administrative and Financial Guide**. Deviations outside of the scope of the approved budget and/or the Administrative and Financial Guide may result in unallowable expenditures and therefore lead to the return of federal funds by the subgrantee.

Federal Special Conditions

1. 1. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.
2. 2. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.
3. 3. Applicability of Part 200 Uniform Requirements The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP. The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award. For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>. Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334. In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

4. Effect of failure to address audit issues The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

5. Requirements of the award; remedies for non-compliance or for materially false statements The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance. Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate. Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812). Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

6. Employment eligibility verification for hiring under the award 1. The recipient (and any subrecipient at any tier) must-- A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1). B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and (2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens. C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1). D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings. 2. Monitoring The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition. 3. Allowable costs To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition. 4. Rules of construction A. Staff involved in the hiring process For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds. B. Employment eligibility confirmation with E-Verify For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds. C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands. D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law. E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1). Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov. Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

7. OJP Training Guiding Principles Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

8. Requirements related to "de minimis" indirect cost rate A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

9. Determination of suitability to interact with participating minors SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age. The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless

of an individual's employment status. The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

10. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

11. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

12. Potential imposition of additional requirements The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

13. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

14. Requirement to report actual or imminent breach of personally identifiable information (PII) The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

19. Compliance with DOJ Grants Financial Guide References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

20. Encouragement of policies to ban text messaging while driving Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

21. Restrictions and certifications regarding non-disclosure agreements and related matters No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information. 1. In accepting this award, the recipient-- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency. 2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both-- a. it represents that-- (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this

award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22. Reclassification of various statutory provisions to a new Title 34 of the United States Code On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code. Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward). The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

24. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

25. Requirement to report potentially duplicative funding If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

26. Reporting potential fraud, waste, and abuse, and similar misconduct The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at

<https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

27. All subawards ("subgrants") must have specific federal authorization. The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract"). The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

28. Requirements related to System for Award Management and Universal Identifier Requirements. The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM. The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration. The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here. This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

29. Restrictions on "lobbying". In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.) Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations. Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

30. FFATA reporting: Subawards and executive compensation. The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

31. Cooperating with OJP Monitoring. The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
32. Required monitoring of subawards. The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
33. Use of program income. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.
34. Justice Information Sharing. Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
35. Avoidance of duplication of networks. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
36. Compliance with 28 C.F.R. Part 23 With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.
37. Protection of human research subjects. The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
38. Confidentiality of data. The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

39. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.
40. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
41. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
42. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.
43. Justification of consultant rate Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.
44. The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.
45. Submission of eligible records relevant to the National Instant Background Check System Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records". In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance).

DOJ will give great weight to any such evidence in any express written determination regarding this condition.

46. The recipient understands and agrees that no more than 10 percent of the total amount of this award may be used by the recipient for direct costs associated with administering the award.

47. The recipient may not obligate, expend, or draw down funds for subawards until BJA provides explicit written approval of the proposed subaward. Prior approval for all subawards must be obtained post-award, through the submission and approval of a Grant Award Modification (GAM) through OJP's JustGrants system.

48. Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

49. Body armor - compliance with NIJ standards and other requirements Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

50. The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

51. In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

52. Compliance with National Environmental Policy Act and related statutes Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met.

The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

53. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review. The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

54. Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

55. All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professionals (NADCP) publication: Defining Drug Courts: The Key Components at <https://www.ncjrs.gov/pdffiles1/bja/205621.pdf>. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.

56. The recipient understands and agrees to operate any behavioral health crisis care program funded under this award in accordance with the Substance Abuse and Mental Health Services Administration National Guidelines for Behavioral Health Crisis Care: <https://www.samhsa.gov/sites/default/files/national-guidelines-for-behavioral-health-crisis-care-02242020.pdf>.

57. Extreme risk protection programs funded under this award must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

58. The recipient understands and agrees that it must form a diverse Crisis Intervention Advisory Board to inform and guide the state's related gun violence reduction programs/initiatives. The Board must include representatives from law enforcement, the community, courts, prosecution, behavioral health providers, victim services, and legal counsel. The program and budget plans must be developed in coordination with and with demonstrated approval from the Crisis Intervention Advisory Board prior to submission for BJA review, and advisory board approval will also be required for any subsequent changes to the project's scope or budget.

59. The recipient is authorized to incur obligations, expend, and draw down funds in an amount not to exceed \$20,000, for the sole purpose of developing the program and budget plans in coordination with the Crisis Intervention Advisory Board. The recipient is not authorized to incur any additional obligations or make any additional expenditures or drawdowns until (1) the recipient submits program and budget plans that were developed in coordination with and demonstrate evidence of approval by the Crisis Intervention Advisory Board, (2) BJA approves the submission via Grant Award Modification (GAM), and (3) BJA has issued an Award Condition Modification (ACM) releasing this award condition.

60. The recipient understands and agrees that it must (1) subaward at least 40% of the award amount to units of local government in order to meet the Local Pass-through, and (2) subaward additional amounts identified by BJA to state courts that provide criminal justice and civil justice services for the "less-than-\$10,000 jurisdictions" within the state and/or subaward the funds to such jurisdictions. Additional details on both of these pass-through requirements is available in the BJA FY 2022 - 2023 Byrne State Crisis Intervention Program Formula Solicitation.

61. Limit on use of grant funds for grantees' employees' salaries. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.) This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

62. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS"). The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

Matthew D. Dukes II	Mayor
Typed Name of Chief Executive Officer	Title
	10/22/2024
Signature of Chief Executive Officer	Date
Lt. Jeremy Zuniga	C.I.T. Coordinator
Typed Name of Project Director	Title
	10/22/24
Signature of Project Director	Date

KATHRYN B. BREWER
Executive Coordinator

RYAN STEPHENSON
Assistant Executive Coordinator



STATE OF OKLAHOMA
DISTRICT ATTORNEYS COUNCIL

421 NW 13th Street, Suite 290 • Oklahoma City, Oklahoma 73103

Federal Grants Division

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Standard Assurances

The applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in the
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal.
3. It will give the awarding agency, the federal granting agency, or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency and the federal granting agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Ex. Order 11593 (identification and protection of historic properties) the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C.4321.)
6. It will comply (and will require any contractors or subcontractors to comply) with any applicable nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968, (42 U.S.C. 3789d), the Victims of Crime Act (42 U.S.C. § 1064(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672 (b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (U.S.C. 42 § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794, the Americans with Disabilities Act of 1990 (42 U.S.C § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683,

1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

7. If a governmental entity:
 1. It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. 4601 et seq)., which govern the treatment of persons displaced as a result of federal and federally assisted programs; and,
 2. It will comply with requirements of 5 S.C. §§ 1501-1508 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Matthew D. Dukes, II	Mayor
<hr/>	<hr/>
Typed Name of Chief Executive Officer	Title
<hr/>	10/22/2024
Signature of Chief Executive Officer	Date



The Chief Executive Officer is the person with official signature authority to make financial and programmatic commitments on behalf of the applicant agency. The Chief Executive Officer must be a state agency head, mayor, city manager, chairperson of the County Commission, an authorized tribal leader, Chairperson of the Board of Directors, or District Attorney.

KATHRYN B. BREWER
Executive Coordinator

RYAN STEPHENSON
Assistant Executive Coordinator



STATE OF OKLAHOMA
DISTRICT ATTORNEYS COUNCIL

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Certification of Equal Employment Opportunity Plan

The Office of Civil Rights, Office of Justice Programs (OCR), is now requiring all grant recipients to go online and complete an Equal Employment Opportunity Plan (EEOP) Certification. The questions have been modified by OCR and they are no longer offering a paper based version. Please click the link below to begin your EEOP.

Please note the EEOP Certification expires after two (2) years. Please include the EEOP Certification in Your Award Packet.

1. Go to <https://eeop.ocr.ojp.gov/certsub/homepage> and follow the system's instructions.
2. Send a copy of your completed certification to DAC

If you require assistance with filling out the EEOP Certification, please follow the link below:

<https://www.ojp.gov/program/civil-rights-office/equal-employment-opportunity-plans>

Or reference the EEOP User Guide here:

https://www.ojp.gov/EEOReportTool_JobAid

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**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE
WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 2 CFR Part 2867, "DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the District Attorneys Council determines to award the covered transaction, grant or cooperative agreement

Lobbying

As required by Section 1352, Title 31 of the U.S. code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts and that all contractors shall certify and disclose accordingly.

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 2867, for prospective participants in primary covered transaction, as defined at 2 CFR Section 2867.20(a):

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

Drug Free Workplace

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR part 83, Subpart F, for grantees, as defined at 28 CFR Section 83.650: The applicant certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an on-going drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The subgrantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
5. Notify the agency in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, Attn: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant and subgrant;
6. Taking one (1) of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or Local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Matthew D. Dukes, II

Mayor

Typed Name of Chief Executive Officer

Title

10/22/2024

Signature of Chief Executive Officer

Date



The Chief Executive Officer is the person with official signature authority to make financial and programmatic commitments on behalf of the applicant agency. The Chief Executive Officer must be a state agency head, mayor, city manager, chairperson of the County Commission, an authorized tribal leader, Chairperson of the Board of Directors, or District Attorney.

KATHRYN B. BREWER

Executive Coordinator

RYAN STEPHENSON

Assistant Executive Coordinator



STATE OF OKLAHOMA

DISTRICT ATTORNEYS COUNCIL

421 NW 13th Street, Suite 290 • Oklahoma City, Oklahoma 73103

Federal Grants Division

Ph: 405-264-5008 • Fax: 405-264-5099

DISCLOSURE OF LOBBYING ACTIVITIES

Instructions

If the applicant DOES NOT conduct lobbying activities, then complete section 11 ONLY. If the applicant conducts lobbying activities, complete this form pursuant to 31U.S.C. 1352.

Subgrant Name: City of Midwest City

Subgrant No:

1. Type of Federal Action

- Contract Loan
- Grant Loan Guarantee
- Cooperative Agreement Loan Insurance

2. Status of Federal Action

- Bid/Offer/Application
- Initial Award
- Post Award

3. Report Type

- Initial Filing Material Change

For Material Change Only

Year:

Quarter:

Date of Last Report:

4. Name and Address of Reporting Entity

- Prime Subawardee

Name:

Address:

City: State: Zip Code:

Congressional District (If Known):

5. If Reporting Entity in No. 4 is Subawardee enter name and address of Prime:

Name of Prime:

Prime Address:

City: State: Zip Code:

Congressional District (If Known):

6. Federal Department/ Agency:

7. Federal Program Name/Description: with CFDA Number, if Applicable

8. Federal Action Number, If known:

9. Federal Award Amount (If Known)

10a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):

10. Individuals Performing Services (including address if different from No. 10a.), (last name, first name, MI):

11. Information requested through this form is authorized by Sec. 319, Pub. L. 101-121, 103 Stat. 750, as amended by sec. 10; Pub. L. 104-65, Stat. 700 (31 U.S.C.1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Chief Executive Officer

Matthew D. Dukes, II

Printed Name

Mayor, City of Midwest City

Title

405-739-1202

10/22/2024

Phone Number

Date

Instructions for completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient, include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
 - (a) Enter the full name, address, city, state, and zip code of the registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from
10. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

To: Honorable Mayor and Members of the City Council

From: Patrick Menefee, P.E., City Engineer

Date: October 22nd, 2024

Subject: Discussion, consideration, and possible action of accepting and awarding the base bid and alternate bid to and entering into a contract with Cimarron Construction Company for \$60,930.00 and 30 Calendar Days, and authorizing the Mayor to execute a contract for the 24" Water Valve Replacements Project, North Midwest Boulevard.

On Tuesday September 10, 2024 the City of Midwest City opened the one received bid for the 24" Water Valve Replacements Project. The two valves located along North Midwest Boulevard no longer function correctly and need to be replaced. If a water main break occurred close to the valves, it could not be isolated and repaired without significant disruption to the water distribution system throughout the area.

This item is going before the City Council because it was bid in accordance with Section 2-118 of the City Ordinances of the City of Midwest City and the Oklahoma Central Purchasing Act, which require actions by Council (it was believed when this item went out to bid, that the agreement would exceed \$100,000.00). This bid comes in below the budget assigned to it and below the Engineer's estimate for the project. Additionally, Cimarron Construction has been a long-time contractor doing both private and public projects within the City. They have a proven track record of professionalism. These matters were factored into the decision to bring this single bid forward for consideration. The project is funded in the budget under the description 24" Valves Repl (Midwest) in the 178 Water Department fund under the Project Number 422401. The Engineer's Estimate and the bid tab for the detailed bid is attached. Upon approval by the Municipal Authority the parties will enter into a contract to be signed by the Mayor in accordance with the terms and conditions as specified herein.

Patrick Menefee, P.E.,
City Engineer
Attachment

9/10/2024.

BID TAB FOR MUNICIPAL AUTHORITY 24 INCH VALVE REPLACEMENTS NORTH MIDWEST BOULEVARD

				<i>ENGINEER'S ESTIMATE</i>		<i>CIMARRON CONST.</i>	
ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT	UNIT BID	AMOUNT	UNIT BID	AMOUNT
1	REMOVE 24 INCH VALVE AND 8 INCH BYPASS ASSEMBLY	1.00	CY	\$ 25,000.00	25,000.00	\$ 4,820.00	4,820.00
2	INSTALL 24 INCH AND 8 INCH BYPASS ASSEMBLY	1.00	CY	\$ 40,000.00	40,000.00	\$ 19,995.00	19,995.00
3	MOBILIZATION	1.00	SY	\$ 10,000.00	10,000.00	\$ 3,205.00	3,205.00
4	TRAFFIC CONTROL	1.00	LF	\$ 5,000.00	5,000.00	\$ 775.00	775.00
TOTAL BASE BID				\$80,000.00		\$28,795.00	

				<i>ENGINEER'S ESTIMATE</i>		<i>CIMARRON CONST.</i>	
ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT	UNIT BID	AMOUNT	UNIT BID	AMOUNT
1	REMOVE 24 INCH VALVE AND 8 INCH BYPASS ASSEMBLY	1.00	CY	\$ 15,000.00	15,000.00	\$ 4,820.00	4,820.00
2	INSTALL 24 INCH AND 8 INCH BYPASS ASSEMBLY	1.00	CY	\$ 25,000.00	25,000.00	\$ 23,335.00	23,335.00
3	MOBILIZATION	1.00	SY	\$ 10,000.00	10,000.00	\$ 3,205.00	3,205.00
4	TRAFFIC CONTROL	1.00	LF	\$ 5,000.00	5,000.00	\$ 775.00	775.00
TOTAL ALTERNATE BID				\$55,000.00		\$32,135.00	

TOTAL OVERALL BID				\$135,000.00		\$60,930.00	
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**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

To: Honorable Mayor and Council

From: Patrick Menefee, P.E., City Engineer

Date: October 22nd, 2024

Subject: Discussion, consideration, and possible action to approving a General Mutual Cooperation Agreement between the City of Midwest City and the Board of County Commissioners of Oklahoma County for the FY 24-25.

The agreement allows Oklahoma County to work within the corporate limits of Midwest City. It also allows the City to request Oklahoma County personnel to do work within the corporate limits.

Patrick Menefee, P.E.,
City Engineer
Attachment

GENERAL MUTUAL COOPERATION AGREEMENT

**CITY OF MIDWEST CITY
&
THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**

THIS GENERAL MUTUAL COOPERATION AGREEMENT (the "Agreement") is entered into effective July 1, 2024, between the **CITY OF MIDWEST CITY**, a municipal corporation organized and existing under the laws of the State of Oklahoma (the "Municipality"), and the **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**, a political subdivision organized and existing under the laws of the State of Oklahoma (the "County").

RECITALS:

WHEREAS, 69 O.S. § 601A, authorizes the County to use any funds which are in the county highway fund to construct and maintain as county highways those roads which best serve the most people of the county; and

WHEREAS, 69 O.S. § 603 provides that the County may contract for grading, draining, or hard-surfacing any street within any municipality where such street is a continuation of or a connecting link in the State or County Highway System; and

WHEREAS, 69 O.S. § 1903B authorizes the County to enter into an agreement with a municipality or any two or more counties or municipalities to construct, improve, repair or maintain any of the roads, streets or highways of the other parties to the contract; and

WHEREAS, County Resolution No. 118-08 has set out procedures for tinhorn acquisition if the requested tinhorn location(s) is/are within the corporate limits of a municipality, and a legal agreement with the municipal entity to install the tinhorn and collect the fees must be approved; and,

WHEREAS, the County and the Municipality find that it is to the mutual benefit of the citizens of both the Municipality and the County to enter into an agreement for mutual cooperation for maintenance, construction, and repair of certain streets within the limits of the Municipality and the responsibility of the Municipality, and the installation of tinhorns within the limits of the Municipality.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. The County may, at their discretion, perform work to construct, improve, or repair certain roadways within the incorporated limits of the Municipality.
2. The Municipality's governing body must submit specific written requests to the County, titled regarding particularly described streets or portions of streets for which the Municipality is

seeking the County's assistance in construction, improvement, repair and maintenance. Said requests shall adequately and specifically describe the street location and the specific type of assistance needed from the County and describe the anticipated period of time that such assistance shall be needed. If the County approves the Municipality's request for assistance, said request shall be performed pursuant to the authority of this Agreement and the specific agreement.

3. The Municipality shall, under the specific agreement, furnish to the County the funds to pay the Municipality's share of the costs of labor, engineering, equipment, and material.

4. No party to the contract shall be liable for the acts or omissions of the other party or for failure to inspect or supervise the performance of the other party.

5. The parties understand and agree that this Agreement in no way relieves the Municipality of the Municipality's primary duty to maintain its streets in a reasonably safe condition for travel by the public for the duration of the project.

6. Municipality hereby represents and warrants to County that the Municipality owns, leases, or holds beneficial easements on any and all real property on which they seek the County's assistance in construction, improvement, repair or maintenance.

7. Notwithstanding anything to the contrary herein, the Municipality acknowledges that the County's performance of work under this agreement is subject to the County's availability of highway department personnel, equipment, labor and materials, and to weather conditions or circumstances beyond the reasonable control of County.

8. This Agreement shall commence on July 1, 2024 and continue through June 30, 2025.

APPROVED by the governing bodies of the parties on the dates hereafter set forth.

MUNICIPALITY

APPROVED by the Municipality this _____ day of _____,

2024.

ATTEST:

City Clerk

By _____
Mayor

APPROVED as to form and legality this _____ day of _____,

2024.

City Attorney

COUNTY

APPROVED by the County this 24th day of April,

2024.

BOARD OF COUNTY COMMISSIONERS
OF OKLAHOMA COUNTY, OKLAHOMA

By

Susan Maughan
Chairman

Chairman

ATTEST:

Manina Grant
County Clerk



By

Carrie Blumett
Member

Member

By

Steph De
Member

Member

APPROVED as to form and legality this 18 day of April, 2024.

Sean Fitzh
Assistant District Attorney



Information Technology
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1374
Fax 405.869.8602

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Allen Stephenson, Information Technology Director

DATE: October 22, 2024

SUBJECT: Discussion, consideration, and possible action approving a resolution authorizing application for a grant with the Oklahoma 9-1-1 Management Authority for funding of Geographic Information Systems (GIS): NG9-1-1 GIS and Addressing.

The City of Midwest City seeks to apply for the NG9-1-1 GIS and Addressing Grant from the Oklahoma 911 Management Authority. This grant program, authorized under HB 3126, provides funding to assist public agencies with projects such as Geographic Information Systems (GIS) improvements, NG9-1-1 deployment, and training for 911 call takers and administrators. The grant is aimed at enhancing 911 services by improving mapping and addressing capabilities, essential for accurate emergency response. Only primary Public Safety Answering Points (PSAPs) are eligible to apply.

The cost is \$79,600, however the grant is 100% reimbursed.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MIDWEST CITY AUTHORIZING APPLICATION FOR A GRANT WITH THE OKLAHOMA 9-1-1 MANAGEMENT AUTHORITY FOR FUNDING OF GEOGRAPHIC INFORMATION SYSTEMS (GIS): NG9-1-1 GIS AND ADDRESSING.

WHEREAS, the following circumstances have made it justifiable to apply for Oklahoma 9-1-1 Management Authority grant funds:

the City of Midwest City takes the Emergency 911 calls for the citizens of the City of Midwest City; and it is imperative to have proper mapping and addresses for the citizens of the City of Midwest City, and the City of Midwest City wants to improve emergency dispatch and 911 services for all residents of City of Midwest City; and

WHEREAS, it is in the best interest of the citizens of the City of Midwest City to expedite the preparation and submission of an application for financial assistance from the Oklahoma 9-1-1 Management Authority in the form of a grant.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA: that a situation is hereby recognized and declared to exist in the City of Midwest City and by reason thereof, Matthew D. Dukes, II, Mayor, is hereby authorized and directed to sign an application and related documents necessary to file and process a grant application to the Oklahoma 9-1-1 Management Authority on behalf of the City of Midwest City.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, this _____ day of _____ 2024.

ATTEST:

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2024.

DONALD MAISCH, City Attorney

Oklahoma 9-1-1 Management Authority FY25 Grant Program Guideline Changes

PURPOSE

In 2016 the Oklahoma legislature passed HB 3126. This legislation authorizes the Oklahoma 9-1-1 Management Authority to administer grants for the purpose of:

1. Assisting public agencies with funding for consolidation of facilities or services;
2. Deployment of Phase II or successor technology;
3. Development of NG911 regional emergency service networks;
4. Other purposes the Authority deems appropriate and necessary.

The goal of the grant program is to provide the highest quality of 9-1-1 services to the citizens of Oklahoma.

APPLICATION DEADLINES/PERIOD OF PERFORMANCE

Rolling Deadlines: Grant applications may be submitted at any time. Applicants can track the application progress in EMGrants. Typical processing time is 60-90 days. Applications will be accepted until funding is depleted. The period of performance for the 2024 Grant Program is July 1, 2024 – June 30, 2026. Projects must be completed and closed out no later than June 30, 2026

WHO IS ELIGIBLE TO APPLY?

Only governing authorities of a primary Public Safety Answering Point (PSAP) will be eligible to apply for this grant as authorized by O.S. §63-2864.5. All applicants must also be an eligible entity of local government or tribal organization as defined in 47 CFR §400.2 to apply for the Oklahoma 9-1-1 Management Authority grant. Eligible entities include primary PSAPs including:

1. City, County, and Tribal Governments;
2. City or County Fire Departments;
3. City or County Law Enforcement Agencies;
4. Councils of Governments (COGs);
5. Public Districts, Public Trusts, and Public Authorities;
6. Other governmental entities that provide 9-1-1 services.

ELIGIBLE PROJECTS

The Oklahoma 9-1-1 Management Authority has determined that the following projects will qualify for consideration for grant funding. Funding can be used for the purpose of developing a plan, purchasing equipment, hardware or software, procurement of services to create a final product, or payment of one-time expenses related to the following:

1. **Consolidation** – Consolidation or virtual consolidation of call centers;
Capital Improvement Projects (eligible as part of a Consolidation Only) – including new buildings, additions, or renovations of existing buildings (maximum allowed State contribution is \$250,000). **Radio Tower (eligible as part of a Consolidation Only)** – located at the 911 center that is necessary to ensure the call is delivered (including toning) to the proper police, fire and/or EMS.
2. **Geographic Information Systems (GIS)** – Creation, maintenance, or improvement of GIS maps to meet or exceed the OK Geographic Information NG911 and Addressing Standard as outlined in State contract (SW1177), including any hardware and/or software needed. **Computer Aided Dispatch (CAD) GIS** – this may include hardware, software or aliasing necessary to ensure that the location received during a 911 call matches the location within the CAD system, this only includes the initial cost and not the maintenance of the CAD GIS components or periodic updates.

3. **NG9-1-1 Deployment** – Development or deployment of NG9-1-1 technology to meet the State NG9-1-1 deployment plan. This includes NG9-1-1 recording equipment.
4. **Training & Protocols** – Call taker training and certification; 9-1-1 administrator training; Protocols, including necessary hardware and software.
5. **Shared Computer Aided Dispatch (CAD)** – CAD systems that are deployed at a regional level, GIS centric and are shared (used to transfer and communicate 9-1-1 caller information between PSAPs or the originating PSAP to a secondary PSAP or standalone dispatch center). The chosen CAD must be Emergency Incident Data Object (EIDO) (i3) capable.
6. **Continuity of Operations Plan (COOP)** – Tools and/or technology necessary to mitigate any gaps within COOP necessary to mitigate the downtime in the delivery of 9-1-1 call processing. (PSAP must submit their current COOP to qualify for this category).
7. **Radio Consoles** – Radio consoles and necessary radios needed by the console to transmit 911 calls to the local or state radio system; **Encoding or Toning Equipment** necessary to deliver the call to the proper police, fire and EMS agency.
8. **ADA Compliant Equipment** – Furniture/chairs necessary to provide the proper ergonomics to reduce on the job injuries related to the stationary sitting common in 24/7 call centers; **ADA Compliant Structural Modifications** – modifications to existing structures such as entrances, ramps, doorways, and restrooms to allow access for physically disabled employees.

Priority will be given to applicants who can demonstrate that the grant funds will facilitate significant progress toward achieving compliance with the goals established by the Oklahoma 9-1-1 Management Authority board.

MATCHING FUNDS REQUIREMENT

No in-kind match will be accepted - the match must be monetary (cash) unless the applicant demonstrates the inability to provide matching funds. A 20% cash match of the total project cost is required for all grant categories with the following exceptions: (1) GIS and Training & Protocols grants are funded 100% with no match required; (2) Capital improvement (see Eligible Projects - Consolidation) expenses require a 50% local cash match; maximum State contribution is \$250,000 for capital improvement expenses. (Note: Non-capital improvement related expenses for Consolidation projects require a 20% cash match).

INELIGIBLE EXPENSES*

The following are **NOT** eligible for funding through the 9-1-1 Management Authority grant program:

1. Costs to operate 9-1-1 systems; purchase and/or maintenance of radios unless the radio is necessary to connect to the radio consoles in order to transmit 911 calls to local or state radio system.
2. In field radios/subscriber units (Mobile and Portable radios).
3. Radio infrastructure outside of the items specifically related to consolidation or the components of the radio consoles listed under Eligible Projects (above); this includes repeaters, combiners, towers, radio tower buildings, etc.
4. Construction/capital improvement projects not related to consolidation and/or outside of construction projects listed in Eligible Projects.
5. Purchase of buildings; building operating costs including rent, utilities.
6. Purchase of vehicles; vehicle maintenance costs.
7. Oklahoma Law Enforcement Telecommunications System (OLETS/NCIC).
8. General administrative costs including salaries and wages.
9. Purchases or purchase agreements entered into prior to grant award.

10. Costs associated with any college or university degree, such as tuition, fees, etc.
11. Costs associated with prizes; fundraising events/expenses.
12. Outside of the state of Oklahoma travel expenses (except in rare cases).
13. Grant writer fees.
14. Fines/penalties/taxes; offsetting of debt; legal or audit fees; lobbying expenses.
15. Food/refreshments.
16. Decoding equipment used by field responders.

*This list is not all-inclusive, final determinations will be made on a case-by-case basis by the Oklahoma 9-1-1 Management Authority.

GRANT FUNDING LIMITATIONS

1. Grant funding is available for one (1) time purchases only. Additionally, the applicant must demonstrate the ability to maintain any data, mapping, addressing, equipment or other purchase(s) after the grant has ended.
2. Only after an award has been made and a State & Local Agreement (SLA) has been signed by the OEM Director and the local authorized contact may funds be expended by the applicant.
3. Applicants may submit no more than one (1) application per category per fiscal year.
4. No general planning excluding consolidation, administration, or promotional activities will be funded.
5. Assets funded by this grant must located on property either owned by or leased to the applicant or partnering entity.
6. Successful applicants will be required to submit a change request in EMGrants for approval prior to any changes being made to the project.

GIS GRANT REQUIREMENTS

GIS grant funding must be used to bring GIS data to the OK Geographic Information NG9-1-1 and Addressing Standard for uploading into the State 9-1-1 repository. PSAPs that want to partner with an eligible governing body as defined within these guidelines may also be approved for a grant for GIS remediation services, hardware, software and maintenance.

All GIS applicants are required to use one of the vendors listed on Oklahoma State contract SW1177 that have been vetted by the Oklahoma 9-1-1 Management Authority as a result of competitive bidding. All GIS applications should include a minimum of two quotes from the vendors listed on State contract.

Throughout the duration of the grant, the vendor shall provide monthly written reports to the local PSAP regarding the progress of the mapping project. The progress report will indicate the percent complete of mutually pre-determined milestones and tasks. The following milestones shall be included: assessment, centerline, map point, polygons, validation using the State tool, and upload or delivery of completed work to the state. The vendor's recommended milestones and associated tasks should be included in the vendor's quote. The agency reserves the right to include additional milestones and/or tasks prior to the finalization of a contract. The agency must include this milestone progress information in the required quarterly reports. Final payment is contingent upon all milestones being completed.

GIS applicants are eligible to apply for two (2) years maintenance costs from their state approved vendor. Prior GIS grant awardees that were funded for one (1) year of maintenance costs may apply for one (1) extra year of maintenance funding (for a total of two (2) years maximum). Prior GIS awardees must submit a quote from the same vendor approved in the initial grant award.

APPLICATION SUBMISSION & AWARD PROCESS

The 9-1-1 grant is a competitive grant. If the submitted grant application package does not meet the requirements set forth in these guidelines, the grant application will not be considered. Failure to comply

with any of the required application steps may disqualify the application from funding. Applications shall be submitted online through EMGrants and contain the following:

1. Project narrative, including an explanation of how this project will achieve compliance with the goals and objectives of the Oklahoma 9-1-1 Management Authority;
2. Explanation of proposed method of funding the cash match requirement;
3. Project timeline (milestones);
4. Most recent fiscal year PSAP budget;
5. Resolution from the Local Governing Authority;
6. Vendor Quote(s);
7. Vendor Brochure(s);
8. Local 9-1-1 Deployment Plan – if deploying initial E911 Phase II;
9. **GIS Applications Only** – a signed GIS Memorandum of Understanding between the applicant and the Oklahoma 9-1-1 Management Authority is required if not already on file. All GIS applications must also include a signed commitment from the GIS remediation provider to comply with all technical requirements of state contract SW1177 as stated in its RFP;
10. **Consolidation Applications Only** – consolidation grant applicants must provide the information listed in the Master Plan for Deployment checklist. If requesting a Radio tower at the 911 center location, an independent coverage study must be included showing the current radio coverage for the County on each necessary frequency needed for primary and backup operations.
11. **Training Grant Applications Only** – training grant applicants must submit a Training Grant Questionnaire found at (www.ok.gov/911) with all Training grant applications.

Grant awards are made solely at the discretion of the Oklahoma 9-1-1 Management Authority. The Authority may choose to modify the amount of any grant request. Each applicant will be notified via EMGrants of the Authority's funding decision for each grant application.

GRANT REIMBURSEMENT

The 9-1-1 Grant Program is a reimbursement grant. Invoices must be paid up front by the awardee Funds will be reimbursed only with confirmation that invoices have been paid in full. Proof of payment documentation required to receive reimbursement includes: (1) copies of the front **and** back of canceled checks; or bank statements; and invoices.

Applicants generally must have a minimum of \$5,000 in reimbursable expenses in order to request a reimbursement (payment); however, final closeout payment may be less than \$5,000. For project awards less than \$5,000, applicants must request one draw for the total amount of the project. Reimbursement requests will generally be processed within seven (7) business days; however, please allow up to twelve (12) weeks to receive payment.

Prior to applying for a grant, please ensure that you have the following: (1) EIN number; (2) updated SAM.gov registration; and (3) a state Vendor Number for EFT direct deposit. All grant awardees must enroll in the Oklahoma State Treasury EFT (direct deposit) system in order for payments to be made.

ONLINE GRANT APPLICATION

To register for access or to log in to the online application system, OEMGrants, go to ok.emgrants.com.

QUESTIONS?

Contact Karen Douglas, 9-1-1 Grants & Compliance Officer
karen.douglas@oem.ok.gov | (405) 521-3110

STATE APPROVED GIS VENDORS

GEO-COMM, INC

Stacen Gross
Territory Sales Manager
1100 W. Saint Germain St.
Saint Cloud, MN 56301
Phone: 320.281.2186
www.geo-comm.com

DATAMARK/MICHAEL BAKER INT'L

Robert Murphy
AVP, Director of Business Development
2316 Killearn Center Boulevard
Tallahassee, FL 32309
Phone 412.512.4407
www.datamarkgis.com

GEOGRAPHIC TECHNOLOGIES GROUP

James Kelt
Vice President
1009 Turner Drive
Longview, TX 75601
Phone: 888.757.4222 ext 156
www.geotg.com

SAM (Formally R&S DIGITAL SERVICE)

Bruce Hardesty
Business Development Manager
1920 A 24th Street
Great Bend, KS 67530
Phone: 620.792.6171
www.sam.biz

INTRADO LIFE & SAFETY, INC

Val Taylor
Senior Account Executive
2347 Pigeon Hill Road
McMinnbill, TN 37110
Phone: 512.754.1903
www.intrado.com

SPATIAL DATA RESEARCH

Penny Knight
Vice President
PO Box 684
Olathe, KS 66051
Phone: 800.238.1911, ext 701
www.sdrmaps.com



City of Midwest City Police Department
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1320
Fax 405.739.1398

Memorandum

TO: Honorable Mayor and City Council

FROM: Greg Wipfli, Chief of Police

DATE: October 22, 2024

SUBJECT: Discussion, consideration, and possible action to declare (1) 2012 Chevrolet Impala and its contents, as surplus and authorizing disposal by public auction, sealed bid or other means necessary.

The item identified is property that the Midwest City Police Department no longer needs or uses and have been removed from service. Staff recommends that these item be declared surplus. These vehicles are not estimated to have a value or sell for \$10,000.00 or more.

Item for surplus:

060096 2012 Chevy Impala 2G1WD5E33C1278097

Auction services are provided to the City by:

1. www.ebay.com
2. www.govdeals.com
3. www.pulicsurplus.com

Staff recommends approval.

Greg Wipfli

Greg Wipfli, Chief of Police



Information Technology
 100 N. Midwest Boulevard
 Midwest City, OK 73110
 Office 405.739.1374
 Fax 405.869.8602

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Allen Stephenson, Information Technology Director

DATE: October 22, 2024

SUBJECT: Discussion, consideration, and possible action of 1) declaring various computer equipment and other miscellaneous items of City property as obsolete, defective, or replaced; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary

The following computer equipment and miscellaneous items are obsolete, defective, or have been replaced.

CPU

Inventory #	Manufacturer	Serial Number
3042	Dell Optiplex 3070	19SSQ53
3773	iPad Air + Cellular	DMPMD6T9F4YD
1038	iPad 4	DMPJLBM0F18P
1037	iPad 4	DMPJJK9EF18P
1036	iPad 4	DMQJLWXF18P
3774	iPad 4	DMQJKDWGF18P
2014	NUC 5th Gen i7 2.5 SSD	F44D3069BE7D
2473	Dell Precision 3620	D2WW0Q2
2513	Dell Precision 5530	17K38S2
2620	iPad Pro 11 + Cellular (2018)	DMPYV13AKD80
2631	Dell Precision 5530	FCL6HR2
2806	Dell Optiplex 3070	1YQ0B03
2807	Dell Optiplex 3070	33TR903
2808	Dell Optiplex 3070	33SV903
2809	Dell Optiplex 3070	33TS903
2810	Dell Optiplex 3070	33SY903
2811	Dell Optiplex 3070	33SX903

MISCELLANEOUS

Quantity	Hardware Type	Serial Number
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Information Technology
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1374
Fax 405.869.8602

50	Dell Keyboard	
25	APC UPS	
7	Dell Monitor	
1	Box of Miscellaneous Computer Cable	



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
tlyon@midwestcityok.org
www.midwestcityok.org
Office: 405.739.1201

MEMORANDUM

To: Honorable Mayor and Council

From: Tim Lyon, City Manager


Date: October 22, 2024

Subject: Discussion, consideration, and possible action of appointing Ms. Janet Swartz to the Midwest City Historical Society representative for a three-year term ending on January 12, 2027.

Council member Rita Maxwell would like to nominate Ms. Janet Swartz as the Ward 3 representative on the MWC Historical Society. Per Midwest City Resolution 2023-21 the Ward 3 nominee will have an inaugural term of three years.

As previously discussed at the August 22, 2023 City Council meeting, the Historical Society will likely hold their first meeting in January 2025; therefore, all terms should commence thereafter.

	<u>Term Expires</u>
(M) Cidy Mikeman	01/12/27
(W1) Vacant	
(W2) Bob Osmond	01/14/25
(W3) Vacant	
(W4) Malana Bracht	01/13/26
(W5) Avis Bonner	08/18/26
(W6) DeAnn Bower	01/12/27



Tim L. Lyon, City Manager

Janice R. (Kelly) Swartz

2807 Del Casa Circle

Midwest City, 73110

(405)615-3481

My father's family settled in Oklahoma before statehood (Payne County). My father was stationed at the Army Air Core Depot, now Tinker AFB after WWII. I have lived in Midwest City my entire life.

I graduated from Star Spencer HS and went on to University of Central Oklahoma where I earned a BS in Elementary Ed with a minor in math. I continued at UCO and earned a Masters of Education in Guidance and Counseling.

My husband is a Vietnam Vet and we raised our 3 sons to be Midwest City HS Bombers. We also served Sunbeam Family Services as foster parents for several years raising over 25 displaced children and teens.

I taught Midwest City elementary students at OKCPS located here and also at Mid-Del Schools for over 25 years and am now retired.

We have served our Lord both with youth and children at three Midwest City churches since our wedding over 52 years ago. We are currently on the Board of New Community Church where John my husband is the president and I am the secretary/treasurer.

Today we are busy helping our 3 sons raise our 11 and counting grandchildren. Between T-ball games, soccer games, softball games, school plays and dance recitals we have a busy schedule.

I believe my service to the City of Midwest City would be beneficial to both the city and my community of friends and family.

Midwest City Historical Society - 3-year terms

(M) Cindy Mikeman - 01/12/27
12200 Jaycie Circle, 73130
cmikeman@rose.edu or 405-736-0315

(W4) Malana Bracht - 01/13/26
400 Draper Dr., 73110
buildinggenerationsok@gmail.com or
843-478-7160

(W1) Vacant

(W5) Avis Bonner - 08/18/26
209 Cambridge Dr., 73110
Email here or 405-642-7469

(W2) Bob Osmond - 01/14/25
2101 Pearson, 73110?
rosmond03@att.net or 405-642-0277

(W6) DeAnn Bower - 01/12/27
12135 Tuscany Ridge Rd., 73130
Email here or 405-613-8511

(W3) Vacant

Establishing protocol Resolution #2023-21:

WHEREAS, the City of Midwest City (the City) wishes to create a new Midwest City Historical Society (the Historical Society) for the purpose of preserving, collecting, researching, and interpreting historical information or items regarding Midwest City (the City) as a way to help future generations understand their heritage; and

WHEREAS, the Historical Society shall be composed of seven members with each City ward represented via a nomination by the elected councilperson of the Ward with the seventh member being a Mayor nomination; and

WHEREAS, members shall be approved via a majority vote of the presiding members of the Midwest City Council; and

WHEREAS, in order to ensure sustainable board continuity, members shall serve three-year terms with the exception of the inaugural members, who shall serve in staggered terms with Ward 1 and Ward 2 representatives for a one-year term, Ward 3 and Ward 4 representatives for a two-year term, and Ward 5, Ward 6 and Mayor representatives for a three-year term; and

WHEREAS, the Historical Society members shall 1) execute, organize and raise funds for a beneficial community program, per the purpose of the Historical Society; and 2) provide regular reports and/or minutes to the City Council regarding the activity of the Historical Society.



DISCUSSION ITEMS



To: Honorable Mayor and Council
From: Matt Summers, Director of Planning & Zoning
Date: October 22, 2024

Subject: (PC-2187) Public hearing, discussion, consideration, and possible action of requests to rename America Avenue to Soldier Street; and a request to rename Soldier Street to American Avenue, both being part of the Soldier Creek Industrial Park (A subdivision of the North Half (N/2) of Section Twenty-Seven (27), Township Twelve (12) North, Range Two (2) West, I.M., Oklahoma County).

Executive Summary: American Glass, Inc. (“AGI”) is wrapping up construction on its new 114,570 square foot glass curtain wall assembly plant and headquarters in the Soldier Creek Industrial Park (“SCIP”). AGI owns the entire NE 23rd Street frontage lying between Soldier Street and America Avenue, which includes Lots 2A – 3G.

AGI eventually hopes to build a second structure on the east half of the site, but the front of the first building faces, and is closest to the west edge of the property. Since Oklahoma NG911 addressing standard bases require addresses on the main entrance to the front door/main building entrance, the Headquarters building must be addressed from Soldier ST.

For obvious reasons, AGI would prefer to be addressed from America AV.

Staff is requesting approval of changing these street names as it only affects one structure and three property owners. Staff also suggests renaming the current Soldier St as American Avenue in honor of AGI’s substantial first investment in SCIP.

Notice of Public Hearing for this item was sent to the current property owners via USPS and was published in the Wednesday, September 11th, 2024, edition of the Midwest City Beacon.

The Fire and GIS Departments have reviewed these requests and found that the proposed changes do not conflict with existing street names in Midwest City.

At the time of this writing, staff has not received any comments regarding this case.

Planning Commission recommended unanimous approval of this item.

Action is at the discretion of the Council.

Dates of Hearings:

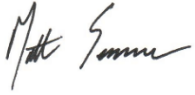
Planning Commission- October 1, 2024
City Council- October 22, 2024

Action Required:

To approve or reject street name changes as proposed.

Suggested Motion:

“To approve the renaming of America Avenue to Soldier Street and Soldier Street to American Avenue.”

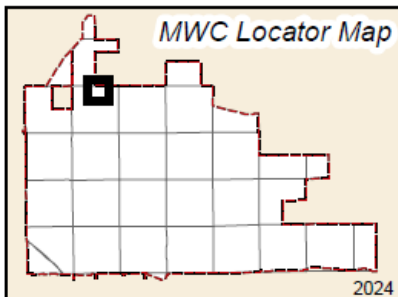
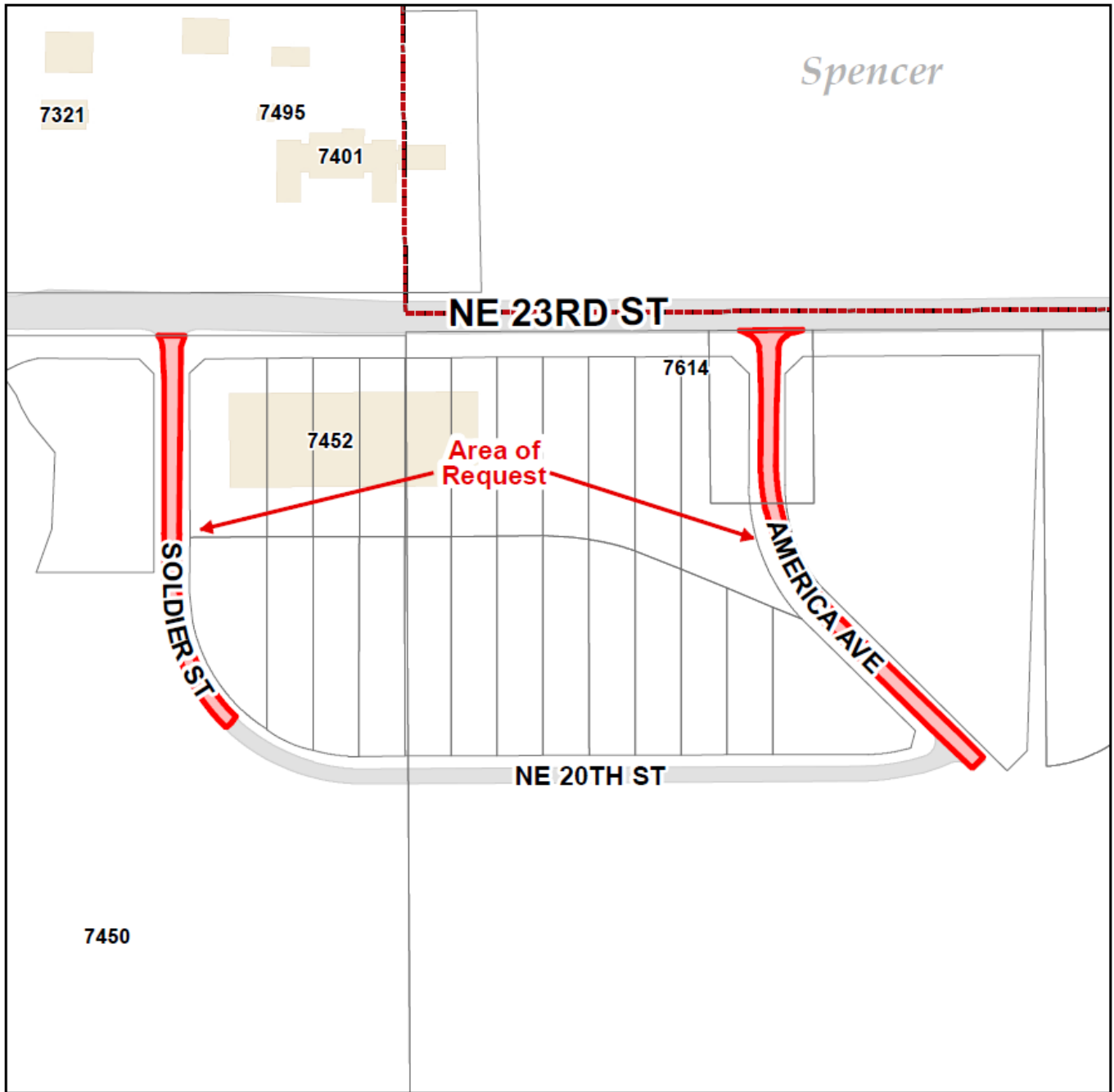
A handwritten signature in black ink, appearing to read "Matt Summers". The signature is written in a cursive style with a large initial "M".

Matt Summers
Director of Planning & Zoning

ER



GIS - Information Technology
& Planning and Zoning
Departments



NOTIFICATION MAP FOR PC-2187

DISCLAIMER: THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE ONLY. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP.



City Attorney, Donald D. Maisch

100 N. Midwest Boulevard
Midwest City, OK 73110
DMaisch@midwestcityok.org
Office: 405.739.1203
www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the City Council

From: Don Maisch
City Attorney

RE: Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 1, General Provisions, Section 1-2, Rules of Construction; providing for a repealer, and severability. (D. Maisch – City Attorney).

Date: October 22, 2024

The proposed amendments to Chapter 1, General Provisions, 1-2, Rules of Construction are to add definitions to the following terms as they are used throughout the Midwest City Municipal Code:

Community Development or Community Development Department;
Community Development Director; and
Inspection Officer.

The proposed amendment would also change the definition of the following terms:

Health Department (to include the State Department of Health);
Health Officer, to equate the use of that term Health Officer to Inspection Officer as defined within the Section; and
Gender.

The Ordinance Review Committee recommended approval of the amendments to the City Ordinances.

Respectfully submitted,

Donald D. Maisch
City Attorney

1 *Councilman.* The word "councilman" shall mean a member of the city council of the City of
2 Midwest City, Oklahoma.

3
4 *County.* The term "county," "the county" or "this county" shall mean Oklahoma County,
5 Oklahoma.

6
7 *Delegation of authority.* Whenever a provision appears requiring the head of a department or
8 other officer of the city to do some act or perform some duty, or granting some right to him as
9 such official, it shall be construed to authorize such department head or officer to designate,
10 delegate and authorize subordinates to do the required act or perform the required duty, or it
11 shall grant to them such right, unless the terms of the provisions designate otherwise.

12
13 *Gender.* Words used in the masculine gender include the feminine and ~~neuter~~ the neutral. Words
14 used in the feminine gender include the masculine and the neutral.

15
16 *Health department.* The term "health department" shall mean the combined health department
17 of the city and the county and/or Oklahoma State Department of Health.

18
19 *Health officer.* The term "health officer" shall ~~mean the city-county health officer~~ have the same
20 meaning as the term Inspection Officer as defined in this Section.

21
22 *Highway.* The term "highway" shall include any street, alley, highway, avenue or public place
23 or square, bridge, viaduct, tunnel, underpass, overpass or causeway in the city, dedicated or
24 devoted to public use.

25
26 *Inspection Officer.* The term "Inspection Officer" shall mean the Chief Building Official of the
27 City or authorized agent, the Fire Marshall for the City or authorized agent, a code enforcement
28 officer for the City and/or an inspector for the Public Works Department for the City.

29
30 *Joint authority.* Words giving joint authority to three (3) or more public officers or other persons
31 are construed as giving such authority to a majority of them, unless it is otherwise declared.

32
33 State law reference(s)—Similar provisions, 25 O.S. § 31.

34 *Month.* The word "month" shall mean a calendar month.

35 State law reference(s)—Similar provisions, 25 O.S. § 23.

36 *Number.* Words used in the singular number include the plural, the plural the singular, except
37 where a contrary intention plainly appears.

38 State law reference(s)—Similar provisions, 25 O.S. § 25.

39 *Oath.* The word "oath" shall be construed to include an affirmation in all cases in which, by law,
40 an affirmation may be substituted for an oath, and in such cases the words "swear" and "sworn"
41 shall be equivalent to the words "affirm" and "affirmed."

42 State law reference(s)—Similar provisions, 25 O.S. § 26.

1 *Officers, departments, etc.* Whenever any officer, department, board, commission or other
2 agency is referred to by title alone, such reference shall be construed as if followed by the words
3 "of the City of Midwest City, Oklahoma."

4 *Official time.* Whenever certain hours are named in this Code, they shall mean Central Standard
5 Time or Central Daylight Saving Time, as may be in current use in the city.

6 *Or, and.* "Or" may be read "and," and "and" may be read "or," if the sense requires it.

7 *Owner.* The word "owner," applied to a building or land, shall include any part owner, joint
8 owner, tenant in common, tenant in partnership, joint tenant or tenant by the entirety of the
9 whole or of a part of such building or land.

10 *Person.* The word "person" shall extend and be applied to associations, corporations, firms,
11 partnerships and bodies politic and corporate as well as to individuals. Whenever used with
12 respect to any penalty, the word "person," as applied to partnerships or associations, shall mean
13 the partners or members thereof, and as applied to corporations, the officers thereof.

14 State law reference(s)—Similar provisions, 25 O.S. § 16.

15 *Preceding, following.* The words "preceding" and "following" mean next before and next after,
16 respectively.

17 *Property.* The following words have the signification attached to them in this paragraph, unless
18 otherwise apparent from the context:

19 (1) The word "property" includes property, real and personal.

20 (2) The words "real property" are coextensive with lands, tenements and hereditaments.

21 (3) The words "personal property" include money, goods, chattels, things in action and
22 evidences of debt.

23 State law reference(s)—Similar provisions, 25 O.S. § 26.

24 *Roadway.* The word "roadway" shall mean that portion of a street improved, designed or
25 ordinarily used for vehicular traffic.

26 *Sidewalk.* The word "sidewalk" shall mean any portion of the street between the curb, or the
27 lateral line of the roadway and the adjacent property line, intended for the use of pedestrians.

28 *Signature or subscription.* The word "signature" or "subscription" shall include a mark when a
29 person cannot write.

30 State law reference(s)—Similar provisions, 25 O.S. § 26.

31 *State.* The words "the state" or "this state" shall be construed to mean the State of Oklahoma.

32 *Street.* The term "street" shall include any highway, alley, street, avenue or public place, square,
33 bridge, viaduct, underpass, overpass, tunnel or causeway in the city, dedicated or devoted to
34 public use.

35 *Tense.* Words used in the past or present tense include the future as well as the past and present.

36 *Written or in writing.* The term "written" or "in writing" shall be construed to include any
37 representation of words, letters or figures, whether by printing or otherwise.

1 State law reference(s)—Similar provisions, 25 O.S. § 26.

2 *Year.* The word "year" shall mean a calendar year.

3 State law reference(s)—Similar provisions, 25 O.S. § 23.

4

5 **Section 2.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
6 repealed.

7

8 **Section 3.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for
9 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
10 of the ordinance.

11

12 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
13 Oklahoma, this _____ day of _____, 2024.

14

15

16 **THE CITY OF MIDWEST CITY, OKLAHOMA**

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20

MATTHEW D. DUKES, II, Mayor

21

22 ATTEST:

23

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25

26

SARA HANCOCK, City Clerk

27

28

29

Approved as to form and legality this ____ day of _____, 2024.

30

31

32

33

DONALD D. MAISCH, City Attorney

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11 partnerships and bodies politic and corporate as well as to individuals. Whenever used with
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11

12 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
13 Oklahoma, this _____ day of _____, 2024.

14

15

16 **THE CITY OF MIDWEST CITY, OKLAHOMA**

17

18

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MATTHEW D. DUKES, II, Mayor

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22 ATTEST:

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SARA HANCOCK, City Clerk

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Approved as to form and legality this ____ day of _____, 2024.

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DONALD D. MAISCH, City Attorney



City Prosecutor
Vicki Floyd
100 N. Midwest Boulevard
Midwest City, OK 73110
VFloyd@MidwestCityOK.org
Office: 405.739.1284 / Fax: 405.869.8680
www.midwestcityok.org

Memorandum

TO: Honorable Mayor and Council

FROM: Vicki Floyd, City Prosecutor

DATE: October 22, 2024

SUBJECT: Discussion consideration, and possible action to approve an ordinance amending the Midwest City Municipal Code, Chapter 1 General Provisions, Section 1-12 Enforcement Officers; and providing for Repealer and Severability.

The proposed amendment to Chapter 1 General Provisions, Section 1-12 Enforcement Officers updates the procedures for service of Municipal Court Citations so that it allows for certified mail of summons as well as personal service. Oklahoma State Statutes allow for certified mail service and personal service of summons. This was requested by the City Prosecutor and the Municipal Court clerks.

The Ordinance Review Committee recommends approval of this amendment.

Action is at the discretion of the Council.

Vicki Floyd, City Prosecutor

1 (3) The officer shall file one (1) copy of the citation with the municipal court
2 within three (3) business days after issuing the citation.
3

4 (c) No person shall interfere with, hinder, delay or obstruct in any manner whatsoever an
5 enforcement officer in the performance of his duties.
6

7 (d) Subject to Constitutional limitations, all enforcement officers engaged in the
8 discharge of their duties are authorized to take all actions appropriate to effect their
9 duties and to enforce the law.
10

11 (e) It shall be unlawful for any unauthorized person to impersonate an enforcement
12 official by any means including, but not limited to, use of a badge, uniform or other
13 credentials.
14

15 (f) Any person violating or attempting to violate this section shall be guilty of an offense
16 and, upon conviction, punished as set out in section 1-8 of this Code.
17

18 **Section 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby
19 repealed.
20

21 **Section 3. SEVERABILITY.** If any section, sentence, clause, or portion of this ordinance is for
22 any reason held to be invalid, such decision shall not affect the validity of the remaining
23 provisions of the ordinance.
24

25 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
26 Oklahoma, this _____ day of _____, 2024.
27

28 THE CITY OF MIDWEST CITY, OKLAHOMA
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31 _____
32 MATTHEW D. DUKES, II, Mayor
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34 ATTEST:
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36 _____
37 SARA HANCOCK, City Clerk
38

39 Approved as to form and legality this _____ day of _____, 2024.
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41 _____
42 DONALD D. MAISCH, City Attorney
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24

25 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
26 Oklahoma, this _____ day of _____, 2024.
27

28 THE CITY OF MIDWEST CITY, OKLAHOMA
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32 MATTHEW D. DUKES, II, Mayor
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34 ATTEST:
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36 _____
37 SARA HANCOCK, City Clerk
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39 Approved as to form and legality this _____ day of _____, 2024.
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42 DONALD D. MAISCH, City Attorney
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City Prosecutor
Vicki Floyd

100 N. Midwest Boulevard
Midwest City, OK 73110

VFloyd@MidwestCityOK.org

Office: 405.739.1284 /Fax: 405.869.8680
www.midwestcityok.org

Memorandum

TO: Honorable Mayor and Council

FROM: Vicki Floyd, City Prosecutor

DATE: October 22, 2024

SUBJECT: Discussion, consideration, and possible action to approve an ordinance amending the Midwest City Municipal Code, Chapter 25 Municipal Court, Article I, In General, Section 25-16 Issuance, Contents, Service of Summons; and providing for repealer and severability.

The proposed amendment to Chapter 25 Municipal Court, Article I In General, Section 25-16 Issuance, Contents, Service of Summons updates the procedures for service of Municipal Court Citations so that it allows for certified mail of summons as well as personal service. Oklahoma State Statutes allow for certified mail service as legal notice for summons. This change is also to be consistent with Chapter 1 General Provisions. This was requested by the City Prosecutor and the Municipal Court clerks.

The Ordinance Review Committee recommended approval of the amendment.

Action is at the discretion of the Council.

Vicki Floyd, City Prosecutor

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ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 25, MUNICIPAL COURT, ARTICLE I, IN GENERAL, SECTION 25-16, ISSUANCE, CONTENTS, SERVICE OF SUMMONS; AND PROVIDING FOR REPEALER, SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

Section 1. That the Midwest City Municipal Code, Chapter 25, Article I, Section 25-16, is hereby amended to read as follows:

Sec. 25-16. - Issuance, contents, service of summons.

- (a) Upon the filing of a complaint charging violations of this Code or another ordinance, the judge, unless he determines to issue a warrant of arrest, or unless the defendant previously has been issued a citation or has been arrested and has given bond for appearance, shall issue a summons naming the person charged, specifying his address or place of residence, if known, stating the offense with which he is charged and giving him notice to answer the charge in the court on a day certain, containing a provision for the official return of the summons, and including such other pertinent information as may be necessary.
- (b) The summons shall be served either by delivering a copy to the defendant personally or by the transmission thereof by registered mail, return receipt requested. If he fails to appear and to answer the summons within the prescribed period, a warrant shall be issued for his arrest, as provided by this chapter.

Section 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining provisions of the ordinance.

PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2024.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2024.

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DONALD D. MAISCH, City Attorney

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 25, MUNICIPAL COURT, ARTICLE I, IN GENERAL, SECTION 25-16, ISSUANCE, CONTENTS, SERVICE OF SUMMONS; AND PROVIDING FOR REPEALER, SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

Section 1. That the Midwest City Municipal Code, Chapter 25, Article I, Section 25-16, is hereby amended to read as follows:

Sec. 25-16. - Issuance, contents, service of summons.

- (a) Upon the filing of a complaint charging violations of this Code or another ordinance, the judge, unless he determines to issue a warrant of arrest, or unless the defendant previously has been issued a citation or has been arrested and has given bond for appearance, shall issue a summons naming the person charged, specifying his address or place of residence, if known, stating the offense with which he is charged and giving him notice to answer the charge in the court on a day certain, containing a provision for the official return of the summons, and including such other pertinent information as may be necessary.
- (b) The summons shall be served either by delivering a copy to the defendant personally or by the transmission thereof by registered mail, return receipt requested. If he fails to appear and to answer the summons within the prescribed period, a warrant shall be issued for his arrest, as provided by this chapter.

Section 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining provisions of the ordinance.

PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2024.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2024.

DONALD D. MAISCH, City Attorney



City Attorney, Donald D. Maisch

100 N. Midwest Boulevard
Midwest City, OK 73110
DMaisch@midwestcityok.org
Office: 405.739.1203
www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the City Council

From: Don Maisch, City Attorney

Date: October 22, 2024

RE: Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 2, Administration, Article VIII, Purchasing, Section 2-118, Bids required; invitation; providing for a repealer and severability.

The proposed amendments to Section 2-118 would allow the City to use purchasing cooperatives pursuant to the requirements of state law. In 2021, the Oklahoma Legislature passed amendments to the Competitive Bidding Act that allows cities to use purchasing cooperatives. The purchasing cooperative using the buying power of several local governmental entities to provide lower pricing on high dollar items. By allowing the use of purchasing cooperatives, gives the City's purchasers another tool to purchase certain items at a lower cost, saving taxpayer dollars.

The Ordinance Review Committee voted to recommend approval of this amendment to the City Code.

Respectfully submitted,

Donald D. Maisch, City Attorney

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ATTEST:

SARA HANCOCK, City Clerk

Approved as to form and legality this ____ day of _____, 2024.

DONALD D. MAISCH, City Attorney

1 ATTEST:

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SARA HANCOCK, City Clerk

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8 Approved as to form and legality this _____ day of _____, 2024.

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12 _____
DONALD D. MAISCH, City Attorney

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : October 22, 2024

SUBJECT : Discussion, consideration, and possible action of entering into an agreement for Professional Services with Johnson & Associates in the amount of \$115,500 for a project to reconstruct the drainage on SE 15th Street at the Choctaw Creek Tributary 4 East Branch (just west of Hiwassee Road)

The attached agreement allows for the final design to begin on the drainage reconstruction on SE 15th Street at the Choctaw Creek Tributary 4 East Branch (just west of Hiwassee Road).

The current drainage consists of a single 36” corrugated metal pipe. It has always been undersized and frequently overtops during storms. Those events damage not only the roadway but cause delay to our citizens when they must detour. SE 15th Street in this location is also the corporate boarder between Midwest City and City of Choctaw.

Beginning in 2019, we began to pursue funding to assist in rebuilding the drainage. In early 2023 we were fortunate to receive word from Congressman Tom Cole’s office that we were able to receive federal funding through the EPA. The application though the EPA has taken many months and we are now ready to move forward with design. Federal funding is in the amount of \$3,200,000 with a 20% of \$800,000, of which we are splitting with Choctaw.

Utilities will be required to be relocated including our Water and Sanitary Sewer infrastructure. Additional right of way will be required on both sides as well.

Johnson & Associates was involved early on in the process to develop estimates and a preliminary design. They found that the single 36” pipe currently serves 600 acres of drainage basin. That large area will ultimately require an estimated structure consisting of quantity 3, 20’ wide x 6’ high concrete box culverts.

This agreement will allow Johnson & Associates to complete the design plans necessary to bid this project including

- Easement acquisition
- Water and Sewer plans with permitting support
- Associated paving plans with signage and stripe
- Associated stormwater improvements

Funding for this project is budgeted as Project 572503 (Fund 157).



Brandon Bundy, P.E., Director of Engineering and Construction Services

Attachment

PROFESSIONAL SERVICES AGREEMENT
between
Johnson & Associates, LLC
And
THE CITY OF MIDWEST CITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation (hereinafter referred to as “**City**”), and Johnson & Associates, LLC, (hereinafter referred to as “**Service Provider**”) (**City**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, **City** is in need of the following professional services surveying; hydrology/hydraulics; public water and sewer design; paving plans; sidewalk design; bidding, coordination and construction administration; all the preceding with the mindset of designing with a Low Impact Development (LID) ; and

WHEREAS, **Service Provider** is in the business of providing professional services that is needed by the **City**; and

WHEREAS, the **City** and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **City** the requested professional services; and

WHEREAS, **City** hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, **Service Provider** agrees to provide the **City** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **City** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **City**, and **Service Provider** hereby agree as follows:

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this Agreement, the **City** retains the **Service Provider** as an independent contractor, to provide **City** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **City** services, products,

PROFESSIONAL SERVICES AGREEMENT
between
Johnson & Associates, LLC
And
THE CITY OF MIDWEST CITY

solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this Agreement. The **City** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this Agreement. The **City** may issue a purchase order for the identified services accompanied by **Service Provider’s** written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **City** and, upon approval of the invoice, the **City** will pay the invoice. Upon completion of each Project and provision to the **City** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **City** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This Agreement governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **City**. The Attachments are incorporated into this Agreement by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this Agreement.

b) The text of this Agreement together with the Attachments constitutes the entire Agreement and the only understanding and agreement between the **City** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this Agreement.

c) If there is a conflict in language, terms, conditions, or provisions, in this Agreement

PROFESSIONAL SERVICES AGREEMENT
between
Johnson & Associates, LLC
And
THE CITY OF MIDWEST CITY

between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Scope of Services / Schedule of Fees”)
- Attachment “C” (“**Service Provider’s Team**”),
- Attachment “D” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “Service Provider’s Project Team”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in **Attachment “A” (“Scope of Services / Schedule of Fees”)** or the Project.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **City’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the City, is adequately trained, instructed, and managed so that **Service Provider** timely provides each Project task and satisfies the **Service Provider’s** obligations under this Agreement. The **Service Provider** may not change the **Service Provider’s Team**, for the services to be provided as set forth on Attachment “C” (“**Service Provider’s Team**”) without the prior written consent of the **City**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto,

PROFESSIONAL SERVICES AGREEMENT
between
Johnson & Associates, LLC
And
THE CITY OF MIDWEST CITY

pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **City**.

3. CONSIDERATION

A. The **City** shall pay the **Service Provider** the compensation after completion of Projects or Deliverables as specified in **Attachment “A” (“Scope of Services / Schedule of Fees”)**.

B. The **City** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider’s Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **City** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **City** shall not withhold any social security tax, workmen’s compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider’s Team**, assigned to work on the Project for the **City** are

PROFESSIONAL SERVICES AGREEMENT
between
Johnson & Associates, LLC
And
THE CITY OF MIDWEST CITY

not employees of the **City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **City**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **City** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **City** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **City** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **City**.

1. Upon receipt of a notice of termination for the *convenience* from the **City**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **City** all licenses, work, products, deliverables, solutions, communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **City**, the **City** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the

PROFESSIONAL SERVICES AGREEMENT
between
Johnson & Associates, LLC
And
THE CITY OF MIDWEST CITY

terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **City**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **City** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **City** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **City** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **City** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

C. Upon notice to **Service Provider**, the **City** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **City** issues a stop work order to **Service Provider**, the **City** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **City**, the **Service Provider** shall suspend all work, services and activities except such

PROFESSIONAL SERVICES AGREEMENT
between
Johnson & Associates, LLC
And
THE CITY OF MIDWEST CITY

work, services, and activities expressly directed by the **City** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **City**, without cause and without cost to the **City**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. Obligation upon Termination for *Convenience*.

1. In the event this **Agreement** is terminated for convenience hereunder, the **City** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **City** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **City**.

2. Upon termination for *convenience* of the Project and the providing to the **City** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **City** shall own all rights and license for the Deliverables and other work products related to that Project.

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

PROFESSIONAL SERVICES AGREEMENT
between
Johnson & Associates, LLC
And
THE CITY OF MIDWEST CITY

B. During the term of this **Agreement**, the **City's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **City**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **City** shall be entitled to recover, should the **City** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **City**. Should the **Service Provider** fail to reimburse the **City** within thirty (30) calendar days of demand, the **City** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$4,000,000 general aggregate* protecting the **City** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **City** as additional insureds as their interest may appear under

PROFESSIONAL SERVICES AGREEMENT
between
Johnson & Associates, LLC
And
THE CITY OF MIDWEST CITY

this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **City** within five (5) days of the execution of this **Agreement**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **City** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **City** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **City** to recover damages, expenses, losses or for personal injuries, death or

PROFESSIONAL SERVICES AGREEMENT
between
Johnson & Associates, LLC
And
THE CITY OF MIDWEST CITY

property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **City** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **City** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **City**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **City** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **City**, the **City** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **City's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **City**, shall disclose to any person, other than to the **City**, any

PROFESSIONAL SERVICES AGREEMENT
between
Johnson & Associates, LLC
And
THE CITY OF MIDWEST CITY

information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

10. NOTICES

A. Notices and other communications to the **City** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Timothy W Johnson, PE
Johnson & Associates, LLC
1 E Sheridan Ave, Suite 200
Oklahoma City, OK 73102

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **City**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for

PROFESSIONAL SERVICES AGREEMENT
between
Johnson & Associates, LLC
And
THE CITY OF MIDWEST CITY

securing any license, permits and/or zoning which may be required prior to commencement of the Project.

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **City**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **City**. The **City** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **City**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **City** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

PROFESSIONAL SERVICES AGREEMENT
between
Johnson & Associates, LLC
And
THE CITY OF MIDWEST CITY

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **City** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **City**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **City** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely

PROFESSIONAL SERVICES AGREEMENT
between
Johnson & Associates, LLC
And
THE CITY OF MIDWEST CITY

for the benefit of the **Service Provider** and the **City**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation.

PROFESSIONAL SERVICES AGREEMENT
between
Johnson & Associates, LLC
And
THE CITY OF MIDWEST CITY

Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **City** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **City** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **City** hereby delegates to the City Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

PROFESSIONAL SERVICES AGREEMENT
between
Johnson & Associates, LLC
And
THE CITY OF MIDWEST CITY

25. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **City** as the last party hereto.

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PROFESSIONAL SERVICES AGREEMENT
between
Johnson & Associates, LLC
And
THE CITY OF MIDWEST CITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Agreement on the dates set forth below.

Service Provider:

Johnson & Associates, LLC

By:

Name: Timothy W Johnson, PE

Title: Principal, Managing Member

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
Johnson & Associates, LLC
And
THE CITY OF MIDWEST CITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this
_____ day of _____, 2024.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

September 17, 2024

City of Midwest City
100 N. Midwest Boulevard
Midwest City, OK 73110

Attention: Mr. Patrick Menefee

RE: SE 15th & Hiwassee: Surveying & Civil Engineering Proposal

Dear Patrick:

Thank you for this opportunity to submit a proposal to you regarding the abovementioned project. Following is a list of the services we understand to be necessary, along with the associated cost.

Survey Services:	
Additional Topographic Survey	\$ 10,000.00
Civil Engineering Services:	
Storm Sewer Box Redesign/Extension	\$ 30,000.00
Complete Storm Sewer Plans & Specifications	
Water & Sewer Main Realignment Plans & Specifications	
Water and Sewer ODEQ Permitting	
Utility Location (Hydrovac Depth Verification)	
Utility Coordination/Relocation	
Easement Acquisition	\$ 5,000.00
Paving Plans & Intersection Improvements	\$ 38,000.00
Complete Paving Plans & Specifications	
Striping, Signage & Lighting Plans & Specifications	
South Side Sidewalk Design & Grading	\$ 5,000.00
LID Improvements & Energy Dissipation & Design	\$ 15,000.00
Preliminary Development of Alternative Designs	
Cost Estimating for Alternative Designs	
Hydraulic Modeling of Selected Design	
Final Plan & Specification for Selected Design	
Bidding & Meeting Coordination/Presentation	\$ 2,500.00
As-Built Plans for All Elements	<u>\$ 10,000.00</u>
Total	\$115,500.00

Patrick Menefee

RE: SE 15th & Hiwassee: Surveying & Civil Engineering Proposal

September 17, 2024

Page 2

Note: This proposal does not include the cost for any FEMA or USACE modeling or permitting applications.

Please note that the technical and pricing information contained in any correspondence or proposal submitted by Johnson & Associates, LLC, is considered confidential and proprietary. It should not be released or otherwise be made available to any third party without the express, written consent of Johnson & Associates, LLC.

Again, we do appreciate this opportunity and look forward to continuing a good working relationship with you. Should you have any questions, comments or wish to discuss any of the above, please do not hesitate to contact me. I look forward to hearing from you soon.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to be 'TWJ', is written over the text 'Respectfully Submitted,'.

Timothy W. Johnson, P.E.
JOHNSON & ASSOCIATES, LLC

TWJ/rw

Attachments

cc: Tyler Muzny, P.E.
James Haikin, Survey
Proposal File - 4470

Johnson & Associates
Survey Definitions

ALTA/NSPS Land Title Survey

- Survey of a defined parcel will include the following:
 - Location of all permanent above ground improvements
 - Observed evidence of above ground utilities combined with information obtained from a city atlas (if available)
 - Find or set all property corners as is feasible
 - Survey will meet Minimum Standard for ALTA/NSPS Land Title Surveys effective February 23, 2021.
 - Table A items to be included are 1, 2, 3, 4, 7(a), 8, 9, 10, and 11(a). Any additional items required will need to be requested by client
 - Title commitment to be provided by client.
 - Provide a certified pdf of the final survey

Boundary Survey

- Survey of a defined parcel or proposed parcel will include the following:
 - Legal Description of the property
 - Find or set all property corners as is feasible
 - Locate improvements along all property lines to show possession lines and or encroachments
 - Provide a certified pdf of the final survey

Boundary Survey with Improvements

- Survey of a defined parcel or proposed parcel will include the following:
 - Legal Description of the property
 - Find or set all property corners as is feasible
 - Locate improvements along all property lines to show possession lines and or encroachments
 - Location of all permanent above ground improvements on the property (does not include elevations or topography)
 - Provide a certified pdf of the final survey

Topographic & Boundary Survey

- Survey of a defined parcel or proposed parcel will include the following:
 - Legal Description of the property
 - Find or set all property corners as is feasible
 - Locate improvements along all property lines to show possession lines and/or possible encroachments
 - Location and elevation of all permanent above ground improvements and topography
 - Observed evidence of above ground utilities combined with information obtained from a city atlas (if available)
 - Onsite Benchmarks
 - Provide a certified pdf of the final survey

Topographic Survey

- Survey contained within an agreed upon defined area will include the following:

- Location and elevation of all permanent above ground improvements and topography
- Observed evidence of above ground utilities combined with information obtained from a city atlas (if available)
- Onsite Benchmarks
- No boundary information is included

Other

- Any survey that does not fall within the definitions listed above will need to be negotiated and clearly defined to ensure that all requirements for the survey are met.

Any items required not listed in the above definitions will need to be provided to the surveyor and may require additional fees.

Attachment C

Service Provider's Team

Tim Johnson, P.E. – Point of Contact

Caleb Morgan, P.E.

Brian Rowe, Non-Registered Engineer

Matthew Johnson, P.L.S.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/21/2024

PRODUCER
Alexandria Newton
2524 N Broadway #557
Edmond, OK 73034

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

INSURED
Johnson and Associates, LLC
1 East Sheridan Avenue, Suite 200
Oklahoma City, OK 73104

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: American National Insurance
INSURER B: Comp Source
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	3501X0003	09/02/2024	09/02/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	3501C0001	09/02/2024	09/02/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	3501E0090	10/17/2024	10/17/2025	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	03576878 24 1	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of Midwest City
100 N. Midwest Boulevard
Midwest City, OK 73110

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Alexandria Newton

IMPORTANT

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

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

DISCLAIMER

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES
OR CONTRACTORS – SCHEDULED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
THE CITY OF MIDWEST CITY	1 E SHERIDAN AVE, SUITE 200 OKLAHOMA CITY, OK 73104
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Liability is amended as follows:

A. The following is added to Paragraph **C. Who Is An Insured:**

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a.** Your acts or omissions; or
- b.** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- a.** The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2.** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. **Liability And Medical Expenses Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits Of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.



Public Works Administration

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

Public Works Director
pstreets@midwestcityok.org
(405) 739-1061

Assistant Public Works Director
cevenson@midwestcityok.org
(405) 739-1062

www.midwestcityok.org

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: October 22, 2024

Subject: Discussion, consideration, and possible action of awarding a bid to and approving a professional services contract with Silver Star Construction Company, Inc., to provide on-call general and emergency services for the Public Works Department.

The City of Midwest City and Midwest City Municipal Authority, hereinafter jointly referred to as "City", sought bids from interested parties for the contracting of public works general and emergency services including, but not limited to, various professional services such as surveying, planning, budgeting, implementation and completion of such projects as municipal street repairs and improvements, park improvements, drainage improvements, sidewalk replacement, excavation, snow, ice, trash and debris removal, right of way maintenance and mowing, emergency services and any special projects as deemed necessary by the City.

The attached contract is for these services. The bid opening occurred on September 24, 2024, for the above referenced project. One bid was received from Silver Star Construction Company, Inc., who was awarded the previous, expired contract for these services. Staff recommends award of the bid to Silver Star Construction Company, Inc., which submitted the lowest and best bid that met specifications.

As an on-call contract, funds will be appropriated as projects are identified and approved.

Respectfully,

R. Paul Streets
Public Works Director

Attachment

PROFESSIONAL SERVICES AGREEMENT
between
SILVER STAR CONSTRUCTION COMPANY, INC.
And
THE CITY OF MIDWEST CITY and
MIDWEST CITY MUNICIPAL AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among the City of Midwest City, a municipal corporation, and the **Midwest City Municipal Authority**, a public trust created pursuant to Oklahoma State Law for the benefit of Midwest City (hereinafter referred to as “**City**”), and **SILVER STAR CONSTRUCTION COMPANY, INC.**, a limited liability company, (hereinafter referred to as “**Service Provider**”) (**City**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, **City** is in need of the following professional services as outlined in Attachment A; and

WHEREAS, **Service Provider** is in the business of providing professional services that is needed by the **City**; and

WHEREAS, the **City** and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **City** the requested professional services; and

WHEREAS, **City** hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, **SERVICES PROVIDER** agrees to provide the **City** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **City** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **City**, and **Service Provider** hereby agree as follows:

1. SERVICES, PRODUCTS, SOLUTIONS AND DELIVERABLES TO BE PROVIDED

Subject to the terms and conditions of this Agreement, the **City** retains the **Service Provider** as an independent contractor, to provide the **City** all services, in accordance with the

PROFESSIONAL SERVICES AGREEMENT
between
SILVER STAR CONSTRUCTION COMPANY, INC.
And
THE CITY OF MIDWEST CITY and
MIDWEST CITY MUNICIPAL AUTHORITY

standards exercised by experts in the field, necessary to provide the **City** services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this Agreement. The **City** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this Agreement. The **City** may issue a purchase order for the identified services accompanied by **Service Provider’s** written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **City** and, upon approval of the invoice, the **City** will pay the invoice. Upon completion of each Project and provision to the **City** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **City** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This Agreement governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **City**. The Attachments are incorporated into this Agreement by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this Agreement.

b) The text of this Agreement together with the Attachments constitutes the entire Agreement and the only understanding and agreement between the **City** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this Agreement.

c) If there is a conflict in language, terms, conditions, or provisions, in this Agreement between the text of this document, and any language, term, condition, or

PROFESSIONAL SERVICES AGREEMENT
between
SILVER STAR CONSTRUCTION COMPANY, INC.
And
THE CITY OF MIDWEST CITY and
MIDWEST CITY MUNICIPAL AUTHORITY

provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Scope of Services”)
- Attachment “B” (“Schedule of Fees / Rate Card”),
- Attachment “C” (“**Service Provider’s Team**”),
- Attachment “D” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “**Service Provider’s Project Team**”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in **Attachment “A” (“Scope of Services”)** or the Project.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **City’s** goals and purposes. **Service Provider** will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the **City**, is adequately trained, instructed, and managed so that **Service Provider** timely provides each Project task and satisfies the **Service Provider’s** obligations under this Agreement. The **Service Provider** may not change the **Service Provider’s Team**, for the services to be provided as set forth on **Attachment “C”** without the prior written consent of the **City**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto,

PROFESSIONAL SERVICES AGREEMENT
between
SILVER STAR CONSTRUCTION COMPANY, INC.
And
THE CITY OF MIDWEST CITY and
MIDWEST CITY MUNICIPAL AUTHORITY

pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **City**.

3. CONSIDERATION

A. The **City** shall pay the **Service Provider** the compensation after completion of Projects or Deliverables as specified in Attachment “B” (“**Schedule of Fees / Rate Card**”).

B. The **City** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider** and the **Service Provider’s Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **City** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **City** shall not withhold any social security tax, workmen’s compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider’s Team**, assigned to work on the Project for the **City** are

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not employees of the City. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the City.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Team**, assigned to work on the Project for the City are not eligible to participate in any health, welfare or retirement benefit programs provided by the City or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. The **Agreement** will be reviewed annually and approved by the City for continuance if such action is in the best interests of the City. The contract may be renewed by the City and **Service Provider** for additional one (1) year terms upon the same terms and conditions set forth in the bid documents, up to a maximum of five (5) annual extensions.

B. The City issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of City.

1. Upon receipt of a notice of termination for the *convenience* from the City, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the City all licenses, work, products, deliverables, solutions, communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the City, the City shall pay **Service Provider** for completed Projects and

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Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **City**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **City** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **City** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **City** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **City** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

C. Upon notice to **Service Provider**, the **City** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **City** issues a stop work order to **Service Provider**, the **City** will provide a copy

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of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **City**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **City** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **City**, without cause and without cost to the **City**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. Obligation upon Termination for *Convenience*.

1. In the event this **Agreement** is terminated for convenience hereunder, the **City** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **City** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **City**.

2. Upon termination for *convenience* of the Project and the providing to the **City** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **City** shall own all rights and license for the Deliverables and other work products related to that Project.

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all

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members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **City's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **City**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **City** shall be entitled to recover, should the **City** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **City**. Should the **Service Provider** fail to reimburse the **City** within thirty (30) calendar days of demand, the **City** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general*

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aggregate protecting the **City** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **City** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **City** within five (5) days of the execution of this **Agreement**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **City** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **City** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this

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Agreement pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **City** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **City** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **City** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **City**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **City** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

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Service Provider acknowledges that in the course of training and providing other services to the **City**, the **City** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **City's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **City**, shall disclose to any person, other than to the **City**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

10. NOTICES

A. Notices and other communications to the **City** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

Midwest City Municipal Authority, Secretary
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Tim Caudle President

Silver Star Construction Company, Inc.

2401 S. Broadway

Moore, OK 73160

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B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **City**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **City**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **City**. The **City** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **City**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **City** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments,

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alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **City** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **City**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms,

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covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **City** breach this **Agreement**, **Service Provider** may only recover that proportion of the prepaid annual rental for the unexpired term. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **City**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

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21. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

22. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **City** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **City** through a purchase order.

23. EFFECTIVE DATE

The Effective Date of this **Lease** is the date approved by the **City** as the last party hereto.

24. LIMITATION OF LIABILITY

Notwithstanding anything in the Agreement to the contrary, to the extent allowed under applicable law, neither Party (including its subconsultants, agents, assignees, affiliates and vendors) shall be liable to the other for any special, consequential, indirect, punitive, exemplary or incidental damages of any kind regardless of the cause or action (including negligence of any kind or character including gross negligence). Notwithstanding any provision to the contrary herein, to the extent allowed under applicable law, the **Service Provider's** (including its subconsultants, agents, assignees, affiliates and vendors) total aggregate liability under the Agreement shall be limited to 100% of the fee received by **Service Provider** under the **Attachment "A" ("Scope of Services")**, or 100% of the fee received by **Service Provider** under an approved purchase order


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giving rise to the liability, (whichever may be applicable) regardless of the cause or action (including negligence of any kind or character).

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IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this **Agreement** on the dates set forth below.

Service Provider: Silver Star Construction Company, Inc.

By: 

Name: Tim Caudle

Title: President

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APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this
_____ day of _____, 2024.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

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APPROVED by the Council and **SIGNED** by the Chair of the Midwest City Municipal Authority this _____ day of _____, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIR

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

Attachments A&B

Bid Specifications

Public Works General and Emergency Services

The City of Midwest City and Midwest City Municipal Authority, jointly referred to as "City", are currently soliciting bids from interested parties for the contracting of public works projects *including, but not limited to, various professional services* such as surveying, planning, budgeting, implementation and completion of such projects as municipal street repairs and improvements, park improvements, drainage improvements, sidewalk replacement, excavation, snow, ice, trash and debris removal, right of way maintenance and mowing, emergency services and any special projects as deemed necessary by the City. Bidders must also quote various equipment rental costs as necessary for use by various City departments.

Eligibility of Bidders

Bidders must include in their bid packets a statement of bidder's qualifications describing their company's capabilities, their qualifications to perform this type of work, and a list of at least three references for which they have performed this type of work. The City will evaluate all bids received and reserves the right to waive any informalities or irregularities and select the bid that best suits the needs of the City.

Insurance Requirements

Bidders must meet insurance requirements of not less than the following limits:

General Liability	\$5,000,000.00
Auto Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00
Workers Compensation	Statutory amounts

The City must be named as additional insured on all policies.

Description of Work

The work will consist of assistance in planning, budgeting, the implementation and completion of municipal projects including but not limited to street repairs, asphalt paving, concrete paving, park improvements, drainage improvements, sidewalk replacement, excavation, snow, ice and debris removal, right of way maintenance, emergency response calls, emergency projects and special projects as deemed necessary by the City. The contractor will be required to provide cost estimates on specific projects and cooperate with the City in meeting these estimates. The City reserves the right to use other contractors, or its own forces, to perform portions of this work and will utilize the contractor's services solely at the discretion of the City. The City does not guarantee any specific amount of work.

Contract Term

The term of the contract shall be five (5) years and shall commence with the signing of the contract. The contract will be reviewed annually and approved by the City for continuance if such action is in the best interests of the City. The contract may be renewed by the City and the successful bidder for additional one (1) year terms upon the same terms and conditions set forth in the bid documents, up to a maximum of five (5) annual extensions. The renewal agreement is to commence within 60 days before the contract expires. A default shall occur on the part of the successful bidder if, during the term of the contract, any proceeding is instituted by or against the successful bidder seeking to adjudicate a bankruptcy, declaring insolvency or seeking liquidation, or if the successful bidder shall admit its inability or fails to pay its debts generally or at any time should fail, refuse or neglect to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payments to any subcontractors of the contractor for materials or labor, or disregard laws, ordinances or the instructions of the City, or otherwise be guilty of a substantial violation of any provision of the contract which the successful bidder shall have failed to sufficiently address, or promptly correct after service of 24 hours of written notice thereof by the City. The City in the case of such default may immediately, without prejudice to any other right or remedy, terminate the contract for default and take possession of the work and of all materials, and finish the work by whatever method the City may deem expedient. In such case, the successful bidder shall not be entitled to receive any further payment. The City or the successful bidder may also terminate the contract for breach or convenience with 90 days written notice to the other party.

Labor Requirements

The successful bidder shall submit a list and resumes for the project team to include the proposed project manager and its key employees. If the successful bidder has a licensed engineer or surveyor on staff or a contractual agreement for services with an engineering or surveying firm, those qualifications and hourly costs shall be included in the bid as well. The project superintendent shall have a minimum of 10 years of verifiable experience in heavy road construction or municipal public works. He or she shall have passed a course in highway safety and traffic control and speak English fluently. The equipment operators shall have a minimum of five years of verifiable experience in heavy road construction or municipal public works and speak English fluently. It is the City's expectation that the contractor provides a drug-free and safe workplace. The contractor shall supply the city with copies of its firm's safety manual and personnel policies and procedures manual.

Labor Rates

Description	Rate
1. Staff Engineer (hourly)	\$ 251.44
Licensed civil engineer in the state of Oklahoma. If the successful bidder is using the services of an engineering firm, provide the name:	
2. Senior Project Manager (hourly)	\$ 93.94
Works with city staff and engineers to plan and budget projects. This person will attend regular meetings with city staff and address the city council at meetings as necessary.	
3. Project Superintendent (hourly)	\$ 59.40
Project supervision on site. Liaison with city. Operates equipment as needed.	
4. Equipment Operator (hourly)	\$ 32.29
Dozer, loader, grader (specialized fine grade type operators, CDL drivers)	
5. Laborer (hourly)	\$ 28.53
Supplied with work crew (manual labor, pick up trash, cutting weeds, shovel work, traffic control, etc.)	
6. Concrete Finishers (hourly)	\$ 38.59
Concrete laborers trained in concrete placement and form work as needed for misc. projects.	
7. Licensed Surveyor and Field Crew (hourly)	\$ 205.10

Description	Rate
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8. Concrete Paving Repairs

Concrete: ODOT approved 3500 lb ready mix concrete

Concrete paving repair bids shall include the cost of the concrete, dowel bars at all joints and installation of dowel bars into existing paving when replacing failed concrete street panels. This work shall be accomplished by a crew that will be paid on a measured quantity, unit cost basis. (Sawing and sealing of new panels must also be included in the bid price.)

(Please also review the City's standard specifications.)

This work will consist of providing all of the labor and materials required to perform repairs to and paving of roads, alleys, etc. as requested by the City. The successful bidder must take into account that the paving of many streets will have to be coordinated to allow public access to businesses and homes. This cost shall include all incidental items and labor necessary to install the pavement. The successful bidder will be required (upon request of the City) to provide samples of the concrete for strength testing and cut cores for assurance testing by an independent lab employed by the City. The successful bidder shall be responsible for replacing any areas that fail the tests.

Unit Costs for Concrete Paving	
100 to 200 SY 6" depth	\$ 70.79
100 to 200 SY 8" depth	\$ 82.38
100 to 200 SY 10" depth	\$ 92.02
201 to 500 SY 6" depth	\$ 67.49
201 to 500 SY 8" depth	\$ 77.54
201 to 500 SY 10" depth	\$ 87.18
501 to 1000 SY 6" depth	\$ 61.97
501 to 1000 SY 8" depth	\$ 72.68
501 to 1000 SY 10" depth	\$ 81.91
Integral curb per lineal foot	\$ 16.50
Curb & Gutter < 100 lineal feet in one direction (6" curb, 24" gutter)	\$ 63.79
Curb & Gutter ≥ 100 lineal feet in one direction (6" curb, 24" gutter)	\$ 45.66
Sidewalks, 4" thickness, < 100 SY per location	\$ 96.26
Sidewalks, 4" thickness, ≥ 100 SY per location	\$ 85.98
Additional cost per cubic yard for High Early concrete	\$ 9.00

Description	Rate
9. Asphalt Paving Repairs	
<p>Large repairs will be performed by a secondary crew provided by the successful bidder. The larger asphalt repairs and any necessary asphalt paving shall be performed in a workman like manner as prescribed by current ODOT specifications with materials specified below. The machinery shall be in good repair and conform to the following:</p> <p>Asphalt Paver: Minimum weight 34,000 lbs, paving width 10 to 20 feet width, with automatic grade and slope controls.</p> <p>Asphalt Roller: Minimum of two rollers, each with a weight of 30,000 lbs double drum and vibratory type</p> <p>Pneumatic Roller: Minimum weight of 18,000 lbs. 9 tires for asphalt finishing.</p> <p><u>This work will consist of providing all labor and materials required to perform repairs to and paving of roads, alleys, etc. as requested by the City. The successful bidder must take into account that the paving of many streets will have to be coordinated to allow public access to businesses and homes. The asphalt paving will be paid for on a unit cost per ton in place. This cost shall include all incidental items and labor necessary to install the pavement. The successful bidder will be required (upon request from the City) to cut cores for assurance testing of thickness, composition, and density by an independent lab employed by the City. The successful bidder shall be responsible for replacing any areas that fail the tests.</u></p>	
Unit Costs for Asphalt Paving	
Labor and Equipment only for installation of asphalt pavements.	Per Ton in Place
100 tons per day minimum	\$ 68.00
101 to 200 tons per day	\$ 47.35
201 to 400 tons per day	\$ 28.97
401 to 700 tons per day	\$ 18.00
701 tons and greater per day	\$ 12.00
Trackless Tack Coat (cost per gallon in place)	\$ 9.52
Freight for Asphalt Delivery with City (14 ton minimum load shall apply)	\$ 68.00 ^{City} 9.35

The successful bidder may but is not required to submit below a quote for the manufacture and delivery of asphalt materials. The City reserves the right to use materials that best fits the needs and time constraints of the City. The City may take alternate bids for the asphalt materials or purchase them off state or county bids.

The successful bidder shall submit a mix design prior to its use and all mixes shall have less than 25% RAP and PG 64-22 oil.

All asphalt products must conform to or exceed current City specifications and is subject to the latest ODOT specifications including section 411 and 708 and special provision: 109.12. The approved materials shall conform to the following:

Unit Costs for Asphalt Paving	Per Ton in Place
Asphalt (Type S-3)	\$ 68.00
Asphalt (Type S-4)	\$ 81.84
Asphalt (Type S-5)	\$ 85.25
Freight for Asphalt Delivery with City (14 ton min. load shall apply)	\$ 9.35

Additional Services

There may be additional items or services that are necessary or incidental to complete projects that the successful bidder has underway for the City. The successful bidder shall use its best efforts to obtain the best quality materials at the best price available that fit the budget requirements set forth by the City. The successful bidder must obtain prior authorization before purchasing any additional materials or services not named in these bid items. The successful bidder must provide documentation of the quotes for and the final costs of these materials, services or supplies for payment by the City. These costs shall be billed at their actual cost to the City with no more than eight percent (8%) markup to cover the successful bidder's handling costs. The City may also elect to furnish materials from other bidders or sources such as county or state contracts.

Rate Schedule Adjustments

The contract rates may be adjusted once per year on the contract anniversary date at which time the successful bidder and the City may negotiate rate adjustments to compensate for cost increases in materials, fuel, insurance, etc. These adjustments must be documented to the full satisfaction of the City. Labor rate adjustments or cost of living increases for labor may not exceed the U.S. Labor Department's U. S. City Average Southwest Region C.P.I. for the immediately preceding calendar year. If the successful bidder and the City cannot agree on the adjusted amounts, the successful bidder or the City may elect to terminate the contract. If the parties elect to terminate the contract, the successful bidder shall be bound to complete any projects currently under construction or for a term of no longer than 90 days at the discretion of the City at the current contract rates.

Hourly Rental Equipment

The successful bidder agrees to provide construction equipment at the following rates when operated by the successful bidder's employees or the City's employees. The cost of the equipment shall include delivery with a full load of fuel and all necessary accessories. The City will fuel equipment while being utilized by the City and returned with a full load of fuel. The equipment specified below will be delivered to a project site specified by the City within the City's city limits with fuel provided and all necessary attachments. All equipment will be late model, equipped with all necessary OSHA prescribed safety equipment, be neat in appearance and be in good operating condition. Do not include labor costs in the following items. (An eight-hour minimum will apply for the first 24-hour day and actual usage will apply after the first eight hours.)

Description	Hourly Rate
1. Road Grader*	165.00
200 HP equipped with a 14 ft blade and a ripper attachment	
2. Front End Loader*	\$ 114.00
3 cubic yard with rubber tires	
3. Soil Compactor*	\$ 96.00
Self-propelled, vibratory pad foot, 84" drum width	
4. Water Truck*	\$ 75.00
3000-gallon tandem axle with pressure spray system	
5. Dump Truck*	\$ 120.00
12-14 cubic yard, tandem axle	
6. Demolition Truck and Trailer	\$ 140.00
40 cubic yard	
7. Demolition Truck and Trailer	\$ 160.00
70 cubic yard	
8. Self-Loading Knuckle Boom Trucks	\$ 180.00
45 cubic yard minimum	
9. Trailer Mounted Wood Chipper	\$ 85.00

BID-7

Description	Hourly Rate
Chips up to 8" diameter limbs	
10. Semi-Trailer End Dump*	\$ 90.00
25 cubic yard	
11. Track Mounted Backhoe*	\$ 235.00
Weight class 90,000 lbs	
12. Scrapers (elevating or pan)	\$ 425.00
13. Skid Steer Loader*	\$ 70.00
Bobcat 853 or equal with bucket, broom, and milling attachment	
14. Road Reclaimer*	\$ 275.00
Bomag MPH 362R or equal	
15. CMI RS 500 Reclaimer or equal	\$ 360.00
16. Backhoe/Mini Trackhoe*	\$ 80.00
Case 580K or equal	
17. Street Sweeper	\$ 300.00
Truck mounted vacuum type with gutter brooms and water system for dust control	
18. Bulldozer	\$ 269.00
Cat D-7 or equal	
19. Bulldozer*	\$ 200.00
Cat D-6 or equal	
20. Bulldozer*	\$ 135.00
Cat D-3 or equal	

BID-8

Description	Hourly Rate
21. Grade-all or Excavator with Rubber Tracks or Tires	\$ 240.00
For cleaning ditches	
22. Track Mounted Tree Spade	\$ 300.00
60" spade	
23. Milling Machine*	\$ 480.00
Minimum profiling width 7 ft, self-loading. If quoting larger machine, specify type:	
24. Tractor Loader/Box Blade*	\$ 70.85
Case 580 LL or equal	
25. Salt & Sand Distribution Truck with Plow	\$ 130.00
15 ton capacity (minimum of two (2) required)	
26. Tractor Mower Bat-wing Configuration	\$ 105.00
Minimum of 90 HP	
27. Bucket Truck	\$ 135.00
50 ft boom	
28. Air Curtain Burner	\$ 40.00
29. Tub Grinder	\$ 1,450.00
Minimum of 750 HP	
30. Extra Crew Trucks as Needed (per day)*	\$ 95.00
Must include ¾ ton pickup inclusive of all costs	

Other Commonly Used Materials Delivered within the City

Description	Rate
1. Standard Ready-Mixed Concrete per cubic yard	172.80
2. High Early Strength Concrete per cubic yard	182.52
3. Flowable Backfill per cubic yard	162.00
4. Aggregate Base Rock per ton, for base repairs, 1 ½ crusher run material	\$ 48.45
5. Recycled Concrete Base Rock per ton	\$ 83.65
6. Rip Rap Stone per ton	\$ 68.00
7. Cement Kiln Dust per ton, for soil stabilization	\$ 53.94
8. Sand for Ice Control per ton, delivered to the City's Public Works Yard, 8730 SE 15 th St	\$ 24.77
9. Bond Rates per Thousand Dollars For Performance, Payment, and Maintenance Bonds, if required	\$ 10.00

Description	Rate
1. Vegetative Debris Removal	\$ 31.90
per cubic yard, excluding tipping fees	
2. Vegetative Debris Removal	\$ 43.22
per cubic yard, including tipping fees	
3. Vegetative Debris Removal	\$ 220.00
per ton, excluding tipping fees	
4. Vegetative Debris Removal	\$ 251.00
per ton, including tipping fees	
5. Trimming Hazardous Trees and Limbs	\$ 180.00
per tree with debris placed on right-of-way for collection	
6. Tree Removal	\$ 357.51
0" - 24" DBH per tree	
7. Tree Removal	\$ 577.97
24" - 48" DBH per tree	
8. Tree Removal	\$ 929.50
>48" DBH per tree	
9. C&D Storm Debris Removal	\$ 42.39
per cubic yard, including tipping fees	
10. C&D Storm Debris Removal	\$ 182.00
per ton, including tipping fees	

Non-emergency Curbside Debris Clean-up

Non-emergency trash and debris removal consists of labor, equipment, land fill costs and transportation necessary to remove city-wide trash and discarded household items from public property and rights of way with a minimum of thirty (30) day notice.

The quoted price shall be expressed as per-cubic-yard and by-the-ton cost. The prices must reflect the difference in vegetative debris, C & D debris or bulky household type waste. The City and contractor shall agree on which unit of payment best fits the situation.

Description	Hourly Rate
1. Vegetative Debris Removal	\$ 22.65
per cubic yard, excluding tipping fees	
2. Vegetative Debris Removal	\$ 33.00
per cubic yard, including tipping fees	
3. Vegetative Debris Removal	\$ 136.45
per ton, excluding tipping fees	
4. Vegetative Debris Removal	\$ 201.40
per ton, including tipping fees	
5. C&D Debris and Bulk Waste Removal	\$ 23.83
per cubic yard, including tipping fees	
6. C&D Debris and Bulk Waste Removal	\$ 143.00
per ton, including tipping fees	

Attachment C

	Position	Year Started in Position	Years in Position	Year Started in Construction	Years in Construction	Types of Work Experience
Tim Caudle 405-317-7681	President Vice President	2010 1993	9 26	1993	30	Operator, Project Manager, Coordinator Grade, Stabilization, Surface, Curb & Gutter
Greg Kalicki 405-200-8373	Project Manager Vice President Project Manager	1993 2019 2014	26 5	1981	42	Operator, Project Manager, Coordinator Grade, Stabilization, Surface, Curb & Gutter
Bob Crawley	Secretary/Treasurer Office Manager	2017	1 13	2004	19	
Aaron Parker 405-365-0577	Vice President PM/Estimator	2022 2011	8	2010	13	Estimating, Managing
Val Wheelwright 580-504-4120	Engineer PM/Estimator	2006	13	1976	47	PE, Estimating, Managing Grade, Stabilization, Surface, Curb & Gutter
Mike Cooper 405-317-7683	PM/Estimator	1989	30	1980	43	Estimating, Managing Grade, Stabilization, Surface, Curb & Gutter
Trish Morris 405-421-2198	Project Manager	2022	30	2011	12	Managing, Coordinating, Estimating Grade, Stabilization, Surface, Curb & Gutter
Jerry Gray 405-317-2836	PM/Estimator	2019	4	2005	18	Estimating, Managing Grade, Stabilization, Surface, Curb & Gutter
Jason Shawn 405-317-2877	PM/Estimator	2017	22 7	2017	6	Estimating, Managing Grade, Stabilization, Surface, Curb & Gutter
Bradley Adams 405-317-4255	Project Manager	2018	2	2018	5	Estimating, Managing Grade, Stabilization, Surface, Curb & Gutter
Jeff Deaton Mike Max Jack Shannon	General Superintendent Safety Officer Superintendent					
						405-623-5036 jeffd@silverstarconst.com 405-535-8966 michaelm@silverstarconst.com 405-317-7685 jacks@silverstarconst.com
Dunn & Brad Street Sams UEI Silver Star Const FEI	Number Number Number			065509069 DPSJIMWF4R8 73-1204879		
Date of Incorporation				Nov 5th 1981		



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122		FAX (A/C No.): (800) 363-0105
	E-MAIL ADDRESS:		
INSURED Silver Star Construction Company, Inc. 2401 S. Broadway Moore OK 73160 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Ins Co		16535
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570104417577 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO980960209	04/01/2024	04/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE POLICY LIMIT

Certificate No : 570104417577

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER City of Midwest City 100 N. Midwest Blvd. Midwest City OK 73110 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central Inc</i>
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STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered. All responses must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate sheets. The Bidder may submit any additional information.

1. Name of Bidder: Silver Star Construction Company, Inc
2. Permanent main office address: 2401 S. Broadway Moore, OK 73160
3. When organized: 1981
4. If a corporation, where incorporated: Moore, Oklahoma
5. How many years have you been engaged in the contracting business under your present firm or trade name:
43 Years
6. Contracts on hand (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion): SEE ATTACHED
7. General character of work performed by your company: Asphalt Paving, Concrete Paving, Storm Sewer, Earth Work, Bridge Work
8. Have you ever failed to complete any work awarded to you? NO
9. Have you ever defaulted on a contract? no
10. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
SEE ATTACHED

11. List your major equipment available for this contract: SEE ATTACHED

12. Experience in construction work similar in scope to this project: SEE ATTACHED

13. Background and experience of the principal members of your organization, including officers:
SEE ATTACHED

14. Credit available: \$ SEE ATTACHED

- 15. Give bank reference: SEE ATTACHED
- 16. Will you, upon request by the City, provide a detailed financial statement and furnish other information that may be requested within ten (10) working days from the date of the request ?
- 17. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this 24 day of September, 2024.


Silver Star Construction Company, Inc
(Name of Bidder)

By: 
Title: Greg Kalicki Vice President

STATE OF Oklahoma)
)ss
COUNTY OF Cleveland)

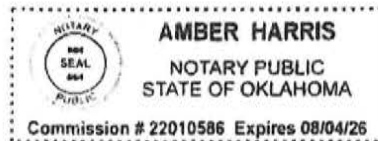
Greg Kalicki, being duly sworn, states that
he/she is the Vice President of Silver Star Construction Company, Inc
(Title) (Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 24 day of September, 2024.

Greg Kalicki Vice President


Notary Public

My commission expires: 08/04/26



BID AFFIDAVIT

THIS AFFIDAVIT MUST ACCOMPANY THE BID

STATE OF Oklahoma)
)SS
COUNTY OF Cleveland)

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



Signature
Greg Kalicki Vice President

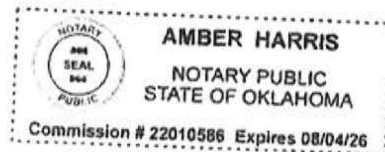
Subscribed and sworn to before me this 24 day of September, 2024.



Notary Public

My Commission Expires:

08/04/26



**NONCOLLUSION AFFIDAVIT
THIS AFFIDAVIT MUST ACCOMPANY THE BID**

The City of Midwest City and the Midwest City Municipal Authority
Midwest City, Oklahoma

I, Greg Kalicki Vice President
Owner, Partner, Officer of Firm

Silver Star Construction Company, Inc
Company Name, City and State

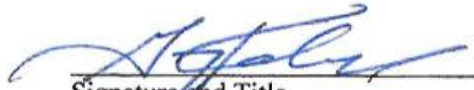
being first duly sworn upon oath, state: I, the Company, its officers or employees, have not been party to any agreement or collusion among bidders, prospective bidders, architects or any other persons, or any other companies, in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise on this project for:

Public Works General and Emergency Services

for the City of Midwest City and the Midwest City Municipal Authority, jointly referred to as the "City".

Bids will be opened on Tuesday, September 24th, 2024, at 2:00 pm.

Silver Star Construction Company, Inc
Firm Name

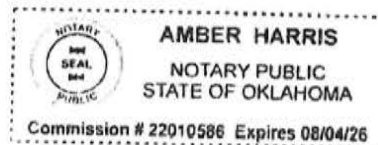

Signature and Title
Greg Kalicki Vice President

Subscribed and sworn to before me this 24 day of September, 2024.


Notary Public

My Commission Expires:

08/04/26



Contractor Certification

Contractor certifies and warrants that it will comply with the Immigration Laws of the United States, including but not limited to 8 USC 1324(a), which makes it unlawful for an employer to hire or continue to employ an illegal or undocumented alien *knowing* the alien is or has become unauthorized with respect to such employment, or to fail to comply with the I-9 requirements. Contractor further agrees to comply with the Oklahoma Taxpayer and Citizen Protection Act of 2007. Contractor will not knowingly employ or knowingly allow any of its Subcontractors to employ any illegal or undocumented aliens to perform any work in connection with services performed for the City of Midwest City and the Midwest City Municipal Authority, jointly referred to as the "City". After July 1, 2008, Contractor and its Subcontractors will verify information on all new employees on the Status Verification System operated by the U.S. Government.

Contractor will retain and make available for inspection by the City, upon reasonable notice, a completed I-9 Employment Eligibility Verification Form for each person that contractor directly employs to perform services for the City. If Contractor, or any of its Subcontractors, receives *actual knowledge* of the unauthorized status of one of its employees engaged in providing services to the City, then Contractor or Subcontractor will remove that employee from the project, and shall require each Sub-contractor to act in a similar fashion with respect to such Sub-contractor's employees. Contractor agrees to have a provision in its subcontracts stating that each Sub-contractor will have the same duties and responsibilities with regard to its employees that the Contractor has certified in this paragraph.

Signed under penalty of perjury on September 24, _____, 2024

Silver Star Construction Company, Inc
Contractor

By: _____

Owner or Authorized Officer

Greg Kalicki Vice President

Silver Star Construction Co., Inc

Main Office- 2401 S. Broadway - Moore, Oklahoma 73160 – (405) 793-1725 / Fax (405) 793-9989

2024 Current Major Projects

<u>Project Name</u>	<u>Owner</u>	<u>Location</u>	<u>Contact</u>	<u>Phone Number</u>	<u>Start Mth</u>	<u>% Completed</u>	<u>Contract Value</u>
<u>City of Moore FYE 2024</u>	<u>City of Moore</u>	<u>Moore, Oklahoma</u>	<u>Jerry Ihler</u>	<u>405-793-5000</u>	<u>06/23</u>	<u>On Going</u>	<u>Unit Price St. Main.</u>
<u>City of Mustang - Annual Contract</u>	<u>City of Mustang</u>	<u>Mustang, Oklahoma</u>	<u>Justin Battles</u>	<u>405-376-4521</u>	<u>06/23</u>	<u>On Going</u>	<u>Unit Price St. Main.</u>
<u>STP-114C(207) US-77</u>	<u>ODOT-Purcell</u>	<u>US-77 Noble</u>	<u>Preston Hiemstra</u>	<u>405-527-5569</u>	<u>3/23</u>	<u>60%</u>	<u>\$22,992,675.00</u>
<u>NHPPI-3500(162)</u>	<u>Sherwood Const.</u>	<u>I-35 South to SH 9 West</u>	<u>Preston Hiemstra</u>	<u>405-527-5569</u>	<u>10/23</u>	<u>On Going</u>	<u>\$14,922,577.75</u>
<u>Ardmore Municipal Airport TXE</u>	<u>City of Ardmore</u>	<u>620 General St Ardmore, OK</u>	<u>Kristi McElroy</u>	<u>580-226-2100</u>	<u>11/23</u>	<u>On Going</u>	<u>\$17,455,203.63</u>
<u>National Cowboy Western History Museum</u>	<u>NCWHM</u>	<u>1700 NE 63rd Street OKC, OK 73111</u>	<u>Mickey Fuller</u>	<u>405-839-7807</u>	<u>11/23</u>	<u>On Going</u>	<u>\$1,736,500.00</u>
<u>STP-226C(106)(113) PM</u>	<u>ODOT-OMA DE</u>	<u>Grady County</u>	<u>ODOT</u>		<u>8/23</u>	<u>On Going</u>	<u>\$42,300,000.00</u>



An Employee Owned Company

Silver Star Construction Co., Inc

Main Office- 2401 S. Broadway - Moore, Oklahoma 73160 – (405) 793-1725 / Fax (405) 793-9989

<u>STP- 255B(575)AG</u>	<u>ODOT- OKC</u>	<u>Midwest BLVD & SE 29th St</u>	<u>Chris Harlin</u>	<u>580- 307- 7461</u>	<u>3/24</u>	<u>On Going</u>	<u>\$5,574,000.00</u>
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An Employee Owned Company



Silver Star Construction Co., Inc

Main Office- 2401 S. Broadway - Moore, Oklahoma 73160 – (405) 793-1725 / Fax (405) 793-9989

WORK COMPLETED IN THE LAST 5 YEARS

Project Name: STP-226B(104)PM 22-23 Contract Value \$10,679,999.00
GC Name: Silver Star Construction Company Inc. Contact Name: Val Wheelwright
GC Address: 2401 S. Broadway, Moore Ok Bonded: Yes
GC Phone Number: 405-793-1725 Email: valw@silverstarconst.com
Owner: ODOT- Anadarko Contact Phone: 405-247-2462
Contact Name: Matt Helton Start Date: October 2022 Completion Date: August 2023
Description of Work performed: Clearing, Grading, Drainage, Stabilization, Asphalt
80% Work Performed by Silver Star Construction Company, Inc.

Project Name: NHPPI-3500(128)PM Frontier Contract Value \$1,710,288.47
GC Name: Silver Star Construction Company Inc. Contact Name: Val Wheelwright
GC Address: 2401 S. Broadway, Moore Ok Bonded: Yes
GC Phone Number: 405-793-1725 Email: valw@silverstarconst.com
Owner: ODOT Ardmore Contact Phone: 580-223-1351
Contact Name: Chris Fuhrmann Start Date: December 2022 Completion Date: September 2023
Description of Work performed: Embankment on shoulders of Taxiway, Mill tie-ins, 2" Overlay
80% Work Performed by Silver Star Construction Company, Inc.

Project Name: Alameda St Widening N Contract Value \$3,616,910.70
GC Name: Silver Star Construction Company Inc. Contact Name: Bradley Adams
GC Address: 2401 S. Broadway, Moore Ok Bonded: Yes
GC Phone Number: 405-793-1725 Email: brada@silverstarconst.com
Owner: City of Norman Contact Phone: 405-366-5454
Contact Name: Tim Miles Start Date: March 2022 Completion Date: July 2023
Description of Work performed: Milling, Earthwork, Stabilization, Asphalt Paving
70% Work Performed by Silver Star Construction Company, Inc.



An Employee Owned Company

Silver Star Construction Co., Inc

Main Office- 2401 S. Broadway - Moore, Oklahoma 73160 – (405) 793-1725 / Fax (405) 793-9989

Project Name: UTC Area 5
GC Name: Silver Star Construction Company Inc.
GC Address: 2401 S. Broadway, Moore Ok
GC Phone Number: 405-317-7683
Owner: Austin Wood Recycling
Contact Name: Keith Paris
Contract Value \$158,945.00
Contact Name: Mike Cooper
Bonded: Yes
Email: mike@silverstarconst.com
Contact Phone: 512-259-7430
Start Date: January 2022 Completion Date: August 2022
Description of Work performed: Excavation, Utilities, Retaining Wall, Stabilization, Asphalt & Concrete Paving 70% Work Performed by Silver Star Construction Company, Inc.

Project Name: SSR-244C(087)SR
GC Name: Silver Star Construction Company Inc.
GC Address: 2401 S. Broadway, Moore Ok
GC Phone Number: 405-618-1372
Owner: ODOT
Contact Name: Tim Miles
Contract Value \$1,800,726.03
Contact Name: Jack Andrews
Bonded: Yes
Email: jandrews@silverstarconst.com
Contact Phone: 405-366-5454
Start Date: February 2023 Completion Date: July 2023
Description of Work performed: Milling, Earthwork, Stabilization, Asphalt Paving
70% Work Performed by Silver Star Construction Company, Inc.

Project Name: Vareena 2 Paving
GC Name: Silver Star Construction Company Inc.
GC Address: 2401 S. Broadway, Moore Ok
GC Phone Number: 405-421-2198
Owner: The Cies Companies
Contact Name: Evan Nixon
Contract Value \$316,355.00
Contact Name: Trish Morris
Bonded: Yes
Email: tmorris@silverstarconst.com
Contact Phone: 405-366-5454
Start Date: March 2023 Completion Date: August 2023
Description of Work performed: Stabilization, Curb/Gutter, Paving
70% Work Performed by Silver Star Construction Company, Inc.



An Employee Owned Company

Silver Star Construction Co., Inc

Main Office- 2401 S. Broadway - Moore, Oklahoma 73160 – (405) 793-1725 / Fax (405) 793-9989

Project Name: Lane Ross BLVD

GC Name: Silver Star Construction Company Inc.

GC Address: 2401 S. Broadway, Moore Ok

GC Phone Number: 405-793-1725

Owner: Sooner Investment Group Inc

Contact Name: Leland Clark

Start Date: March 2023

Contract Value \$1,277,466.00

Contact Name: Michael Cooper

Bonded: Yes

Email: mike@silverstarconst.com

Contact Phone: 405-317-7683

Completion Date: October 2023

Description of Work performed: Utilities, Stabilization, Concrete Paving

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An Employee Owned Company

Silver Star Construction Company, Inc
EM Equipment List - Summary

Equipment and Components

Equipment/Component	Vin Number	Date Last Used	Status	Attach To Equip	Comp of Equip
Equipment					
1-145-	DODGE 1 TON	3B6MC3668YM241355	01/26/21	Active	
1-175-	Chevy 1 Ton Flat Bed	1GBJC34U36E256868	01/24/22	Active	
1-201-	Chevy 2500 w/ tool boxes	1GCHC24U66E211699	02/12/21	Active	
1-215-	Chevy 1500 w/ tool boxes	1GC1CPEA4CZ270095	02/18/22	Active	
1-220-	Chevy 2500 w/ tool boxes & equipment.	1GC1CVCG4DF175890	04/08/22	Active	
1-226-	Ford F550 w/ service bed & equipment	1FDUF5HY8BED08896		Active	
1-227-	Chevy 1500 4x4 w/ dealer installed CNG	3GCPKSE70DG304845	12/15/21	Active	
1-228-	Chevy 1500 4x4 w/ dealer installed CNG	3GCPKSE75DG279201	09/21/21	Active	
1-230-	Chevy 2500	1GC0CVCG6DF217195	06/26/20	Active	
1-236-	Ford F-250 w/ tool boxes	1FT7W2A6XEEA03106	04/22/22	Active	
1-240-	2015 Ford F250	1FT7W2A69FEC34189	04/22/22	Active	
1-241-	2015 Ford F250	1FT7W2A64FEC40448	04/22/22	Active	
1-242-	2015 Ford F-250	1FT7W2A61FEC46465	12/01/21	Active	
1-243-	2019 Dodge 1500	1C6SRFFT5KN713184	04/26/18	Active	
1-244-	2015 Chevrolet 1500	3GCUKREC7FG115511		Active	
1-245-	2015 Dodge 1500 APS	3C6RR6KT9FG637083	07/03/19	Active	
1-246-	2016 Ford F-250	1FT7W2A61GEB97818	02/18/22	Active	
1-247-	2016 Ford F-250	1FT7W2A63GEB97819	04/22/22	Active	
1-248-	2016 Ford F-250	1FT7W2A6XGEB97820	04/19/22	Active	
1-249-	2016 Ford F-250	1FT7W2A61GEB97821	04/22/22	Active	
1-250-	2016 Ford F-250	1FT7W2A63GEB97822	04/23/22	Active	
1-251-	2016 Ford F-250	1FT7W2A65GEB97823	04/22/22	Active	
1-252-	2016 Ford F-250	1FT7W2A67GEB97824	04/22/22	Active	
1-254-	2015 Dodge Ram 1500	1C6RR7GT8FS719989		Active	
1-255-	2016 Ford F-250	1FTBF2A62GED23582		Active	
1-256-	2016 Ford F-250	1FTBF2A67GEB39772	04/22/22	Active	
1-257-	2016 F-350 Flat Bed	1FD8W3G60GEB61969	04/22/22	Active	
1-258-	2015 Ford F-250 4x4	1FT7W2B60GEB40055	04/22/22	Active	
1-259-	2016 Ford F-250 4x4	1FT7W2B69FEC64131	04/22/22	Active	
1-261-	2015 Ford F-250	1FT7W2B6XFEB89089	04/22/22	Active	
1-262-	2017 Ford Escape	1FMCU0F77HUC65522		Active	
1-264-	2017 Ford F-250	1FT7W2A67HEE73887	04/22/22	Active	
1-265-	2017 Ford F-250	1FT7W2A69HEE73888	04/22/22	Active	
1-266-	2018 Chevy 2500	1GC1CUEG5JF146319	04/22/22	Active	
1-267-	2018 Chevy 2500	1GC1CUEGXJF148471	04/22/22	Active	
1-268-	2019 Ford F-250	1FT7W2A64KEC13633	04/22/22	Active	
1-269-	2019 Ford F-250	1FT7W2A66KEC13634	04/19/22	Active	
1-270-	2019 Ford F-550	1FDUF5GT8KEC46213		Active	
1-271-	2015 DODGE RAM	1C6RR7LT6FS774107	04/01/22	Active	
1-272-	2019 Ford F-250	1FTBF2B61KEC13629	11/05/21	Active	
1-273-	2018 Chevy 1500	3GCPCREC3JG588213	04/21/22	Active	
1-274-	Craig's Leased Yukon Denali			Active	
1-275-	2019 Ford F-250	1FT7W2A69KEE41997	04/22/22	Active	
1-276-	2019 Ford F-250	1FT7W2A60KEE41998	04/22/22	Active	
1-277-	2019 Ford F250 4x4	1FT7W2B62KEC83257	04/24/22	Active	
1-278-	2019 Ford F-250 4x4	1FT7W2B62KED45918	07/10/20	Active	
1-279-	2019 Ford F-250	1FT7W2A62KED82095	04/22/22	Active	
1-280-	2019 Ford F-350	1FD8W3G61KEF12297	04/22/22	Active	
1-281-	2019 Ford F-350	1FD8W3G61KEE90026	04/19/22	Active	
1-282-	2019 Ford F-350	1FD8W3GT3KED19316	01/08/22	Active	
1-283-	2019 Ford F-350	1FD8W3HT6KED95711	04/22/22	Active	
1-284-	2019 Ford F-150	1FTEW1C60KKC31425		Active	
1-285-	2019 Ford F-150	1FTMF1CB7KKD96499		Active	
1-286-	2019 Ford F-150	1FTMF1EB1KKD89030		Active	

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EM Equipment List - Summary

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Equipment/Component	Vin Number	Date Last Used	Status	Attach To Equip	Comp of Equip
Equipment					- Continued
1-287-	2019 Chevy 1500	2GCVKNEC8K1210353	04/22/22	Active	
1-288-	2019 Chevy 1500	2GCVKNECCK1213285	04/22/22	Active	
1-289-	2019 Ford F-250	1FT7W2B61KEF96252	04/22/22	Active	
1-290-	2019 Ford F-150	1FTEW1E54KKE69744		Active	
1-291-	2017 Ford F-150 XLT	1FTEW1EF0HKC42858		Active	
1-292-	2017 GMC Savana	7GZ377CG6HN901197		Active	
1-293-	2020 Ford F-350	1FD8W3G65LEE52834	04/22/22	Active	
1-294-	2020 Ford F-150	1FTEW1E47LFA94143		Active	
1-295-	Ram 1500	1C6RR8FG4MS506453	10/21/21	Active	
1-296-	Ford F-350	1FDRF3G6XLEE47472		Active	
1-297-	Ford F-250	1FTBF2A67LEE46806	04/22/22	Active	
1-300-	2016 Ford F-250 (RH-101)	1FT7W2B68GEA12615	03/17/22	Active	
1-301-	2016 Ford F-250 (RH-102)	1FT7W2B66GEA12614	04/22/22	Active	
1-302-	2018 FORD F-250 LARIAT CREW CAB (F	1FT7W2B6XJEC56502	09/17/21	Active	
1-303-	2019 FORD F250 CREW CAB (RH-105)	1FT7W2B60KEC83256	04/22/22	Active	
1-304-	2019 FORD F250 CREW CAB (RH-106)	1FT7W2B64KEC83256	04/23/22	Active	
1-305-	Ford F350	1FD8W3GN2NED57271		Active	
1-306-	Ford F350	1FDRF3GN4NEC96204		Active	
1-307-	2022 RAM Tradesman 3500 4x4	3C63R3GJ8NG207177		Active	
1-307-A	Flatbed Upfit			Active	
1-308-	2022 RAM Tradesman 3500 4x4	3C63R3GJ2NG207179		Active	
1-308-A	Flatbed Upfit			Active	
1-309-	2022 Ford F-250	1FT7W2B65NED83566		Active	
1-309-A	Flatbed Upfit			Active	
1-310-	2022 Ford F250D 4D Crew Cab	1FT7W2A66NEE16964		Active	
1-310-A	Flatbed Upfit			Active	
1-311-A	Flatbed Upfit			Active	
1-312-A	Flatbed Upfit			Active	
1-313-A	Flatbed Upfit			Active	
1-314-A	Flatbed Upfit			Active	
1-315-A	Flatbed Upfit			Active	
1-316-A	Flatbed Upfit			Active	
1-317-	Ram 1500 Quad Crew	1C6RR8FG7NS148170		Active	
2-122-	Ford F 850 Crew Tr. Crew - 60000 - Singl	3FRWW65H84V673290	04/22/22	Active	
2-125-	RD Mack Dump Truck DT - 54000 - Tande	1M2P264Y1PM103592	02/02/22	Active	
2-126-	International Haul Truck Semi - 90000 - Ti	1HSXRST86J381976	01/29/20	Active	
2-130-	International 9200 Semi - 90000 - Tander	2HSCAMR6YC029544	09/14/21	Active	
2-137-	Ford 7000 Water Truck WT - 36000 - Sing	1FDWK70U3HVA25419	04/21/22	Active	
2-142-	International 9400 Semi Semi - 90000 - Te	3HSCNAMR42N047207	07/30/15	Active	
2-146-	International 9400i Semi Semi - 90000 - T	2HSCNAER31C014441	04/14/22	Active	
2-149-	Ford 350 Econoline Service Truck Service	1FDWE35L1YHA86153		Active	
2-156-	International 9100i Semi - 90000 - Tander	2HSCBAMR93C059137	08/25/15	Active	
2-161-	Mack CH613 Service Truck Service Less	1M1AA13Y8WW086284		Active	
2-162-	International-Flat Bed	1HTSCNEM3LH284984	04/20/22	Active	
2-168-	International ProStar - Lease Semi - 9000	3HSDJAPREN771657a	10/28/17	Active	
2-169-	International 5900i Dump Truck w/ dump l	3HTNUAPR2EN774756	02/23/22	Active	
2-169-A	INTL DUMP TRK	3HTNUAPR2EN774756		Active	
2-170-	International 5900i Dump Truck w/ dump l	3HTNUAPR9EN774754	03/11/22	Active	
2-170-A	INTL DUMP TRK	3HTNUAPR9EN774754		Active	
2-171-	International 5900i Dump Truck dump bec	3HTNUAPR0EN774755	03/11/22	Active	
2-171-A	INTL DUMP TRK	3HTNUAPR0EN774755		Active	
2-172-	International 5900i Dump Truck w/ dump l	3HTNUAPR4EN774757	03/11/22	Active	
2-172-A	INTL DUMP TRK	3HTNUAPR4EN774757		Active	
2-174-	2011 Mack CH613 Haul Truck	1M1AN07Y1BM007150	09/22/21	Active	

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Equipment/Component	Vin Number	Date Last Used	Status	Attach To Equip	Comp of Equip
- Continued					
2-175-	2007 Kenworth T 800 Dump Truck	1XKDD89X87J147208	04/22/22	Active	
2-176-	2006 Kenworth T 800 Dump Truck	1XKDD89X06J147203	04/23/22	Active	
2-177-	2015 International 7600	3HAGSSNT6FL664270	02/12/21	Active	
2-178-	2015 International 7600	3HAGSSNT8FL664271	02/12/21	Active	
2-179-	2017 Kenworth T270	2NKHHM6XXHM143218		Active	
2-180-	2013 Peterbuilt PB337	2NP2HN6XXDM193004	04/19/22	Active	
2-181-	2019 Kenworth T880 (lease)	1XKYD49X0KJ256137		Active	
2-182-	2019 Kenworth T880 (lease)	1XKZD40X9KJ300346		Active	
2-183-	2019 Kenworth T800 (lease)	1XKZD40X5KJ300344		Active	
2-184-	2019 Kenworth T880 (lease)	1XKZD40X7KJ300345		Active	
2-185-	2019 Kenworth T880 (lease)	1XKZD40X4KJ300349	06/01/19	Active	
2-186-	2019 Kenworth T880 (lease)	1XKZD40X2KJ300348		Active	
2-187-	Kenworth T800	1XKDD49X4EJ399305		Active	
2-188-	2014 Kenworth T800	1XKDPPTXXEJ419736		Active	
2-189-	Kenworth T880 Dump Truck	1NKZX4TX3MJ458259		Active	
2-190-	Kenworth T880 Dump Truck	1NKZX4TXXMJ458260	03/11/22	Active	
2-191-	Kenworth T880 Dump Truck		02/24/22	Active	
2-192-	Kenworth T880 Dump Truck		02/04/22	Active	
2-193-	Kenworth T880 Dump Truck			Active	
2-194-	2021 Kenworth T880	1XKZD40X7MJ464343		Active	
2-195-	2021 Kenworth T880	1XKZD40X9MJ464344		Active	
2-196-	2021 Kenworth T880			Active	
2-197-	2021 Kenworth T880			Active	
2-198-	2021 Kenworth T880			Active	
2-199-	2019 Kenworth T800W Haul Truck	1XKDP4TX1KR233370		Active	
2-200-	2019 Kenworth T800W Haul Truck	1XKDP4TX3KR233371		Active	
3-102-	MACK WATER TRUCK WT - 45000 - Tar	R688 ST-1M2N187Y5GA015851	03/12/21	Active	
3-104-	International WT - 36000 - Single	1HTLDTVN4EHA29961	11/06/19	Active	
3-107-	International WT WT - 45000 - Tandem	1HSGGBAR8RH573639	04/19/22	Active	
3-109-	Mack R686 Truck-Tractor WT - 45000 - Te	1M2N179Y7HA008246	08/18/20	Active	
3-110-	TRADEWAY TANK TRAILER	T 150 T81008	01/11/22	Active	
3-111-	AMERICAN TANK TRAILER	1PMC14122B2001106	04/14/22	Active	
3-121-	Mack-613 Truck Tractor WT - 45000 - Tan	1M2AA14Y3RW035192	04/23/22	Active	
3-124-	MACK TRUCK TRACTOR WT - 45000 -	R688 ST-1M2N187Y1GA015846	03/04/22	Active	
3-126-	Mack R688ST	1M2N187Y5JA020989	08/03/21	Active	
3-127-	International	1HTMMAAL56H211194	04/22/22	Active	
3-128-	Mack CH 612 WT - 45000 - Tandem	1M2AA07Y4LW001176	04/12/21	Active	
3-130-	International 9400	2HSCNAMR22C027085	04/22/22	Active	
3-131-	Mack	1M1AA14Y61W134033	04/19/22	Active	
3-132-	International	3HSCEAXRX4N090495	04/18/22	Active	
3-133-	International (Not Auto) Off road use only.	2HSFAMMR7YC029698	04/21/22	Active	
3-134-	1998 Mack CH613	1M2AA13Y7WW089687	04/21/22	Active	
3-135-	Niece NPT120 Water Tower	1N9T12019DK303013		Active	
3-136-	John Deere 250D ADT	BE250DT201402	04/14/22	Active	
3-137-	Freightliner Water Truck	1FVHCYCY1HHJG4333	03/16/22	Active	
3-138-	Freightliner Water Truck	1FVHCYFE0JHJY9915	04/20/22	Active	
3-139-	2005 JD 250D Articulated Dump Truck	BE250DT201535		Active	
3-139-A	Water Tank for 250D			Active	
4-103-	2016 International 7300 Distributor Truck (2	3HAZZMMN2GL207606	09/22/21	Active	
4-104-	Kenworth T370 Tack Truck	2NKH LJ9X8NM466015		Active	
5-121-	Travis 34' Alum-End Dump	48X1F2822Y1000804	08/25/15	Active	
5-122-	Clement Rock - Demo	5C2BB32B5YM002335	09/09/17	Active	
5-131-	LBT Aluminum	1L931P8F071224066		Active	
5-132-	Lone Star Flat Deck	5VYGF27217H000565	04/22/21	Active	

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Equipment/Component	Vin Number	Date Last Used	Status	Attach To Equip	Comp of Equip
- Continued					
Equipment					
5-133-	Lone Star Flat Deck	5VYGF25297H000140	07/28/21	Active	
5-134-	Travis End Dump	48X1E342281005984	10/28/17	Active	
5-135-	Travis End Dump	48X1E342481005985	10/28/17	Active	
5-136-	Travis End Dump	48X1E342681005986	08/31/18	Active	
5-137-	Trail King Low Boy Trailer	1TKJ052348B093140		Active	
5-137-a	Trail King Flip Axle TK22FA - Flip Axle	1TKS005128M014859	08/11/17	Active	
5-137-b	Trail King TK110 Paver Special Stinger	1TKJ052348B093140		Active	
5-138-	Polar Tank Trailer	1PMB1422X82033725	10/28/17	Active	
5-139-	Polar Tank Trailer	1PMB1422182033726	07/31/15	Active	
5-140-	Travis End Dump	48X1E342381006268	12/11/20	Active	
5-141-	Travis End Dump	48X1E342581006269	10/27/17	Active	
5-143-	Lamar 30' Gooseneck 30 ft. trailer	5RVGN30248M000452	04/21/22	Active	
5-144-	Load King	5LKL5135491027576	01/11/20	Active	
5-145-	Stephens Pneumatic	1S9AL15887H474180	04/22/22	Active	
5-146-	Stephens Pneumatic	1S9AL15BX7H474181	04/13/21	Active	
5-147-	Stephens Pneumatic	1S9AL15B17H474182	08/24/15	Active	
5-149-	Stephens Pneumatic	1S9AL15B17H474330	07/30/15	Active	
5-150-	Belshe DT22 DT22	16JF0222771043345		Active	
5-153-	Mac End Dump	5MADN3425BC020545	10/28/17	Active	
5-154-	Mac End Dump	5MADN3427BC020546	10/28/17	Active	
5-155-	Mac End Dump	5MADM3429BC020547	10/28/17	Active	
5-156-	Interstate Tilt Top	1JKTDL406CM011842	12/30/16	Active	
5-157-	Maxey Welding Inc. Gooseneck Trailer	55DGN3028CM000388	01/08/22	Active	
5-158-	Mac Pneumatic	5MATA4220EA029041	09/07/17	Active	
5-160-	Mac End Dump	5MADN3424EC029418	11/13/17	Active	
5-161-	Tex Goosneck Trailer 14e124gn	16VEX2427B2374299	01/22/21	Active	
5-162-	Belshe WB-12	16FJ01823D1047182		Active	
5-163-	2010 Etnyre 65ton 2+3+2 Lowboy Trailer	12828NH-01/1E9304368AE111113		Active	
5-163-a	2010 ETTYRE JEEP DOLLY	12829JNH/1E9304383AE111118		Active	
5-163-B	2010 ETTYRE DUAL AXLE STRINGER	12831ANH/1E930436XAE111115		Active	
5-163-C	2010 ETTYRE FLIP AXLE	12830ANH/1E9304368AE111114		Active	
5-164-	2018 BigTex 22GN-20BK+5	16VGX2020J6025717	03/12/20	Active	
5-168-	Maxey Gooseneck Trailer	5R8BC2027LM088248	04/28/21	Active	
5-169-	Maxey Gooseneck Trailer	5R8BC2029LM068249	12/28/20	Active	
5-170-	Trail King TK110HDG Advantage Plus	1TKJ05633LM023958		Active	
5-171-	Heil Pneumatic 1600 cuft	5HTSN4727F7W93797		Active	
5-172-	VIM Tack Tanker	801938		Active	
5-173-	Trailking TK80HT			Active	
5-174-	Lamar Trailer Goosneck Straight Deck (F	5RVGN3529CM009570		Active	
6-103-	Shopbuilt Cargo trailer Cargo Trailer	149D0162961051582	10/19/17	Active	
6-106-	Terry Trailer Utility Trailer	5BSCU1823C000653	06/02/17	Active	
6-112-	CM Cargo Mate Cargo Trailer	49TCB142941066186	12/01/15	Active	
6-114-	16' C&M Trailer Utility Trailer	1CAPT162X57028867		Active	
6-117-	W-W Cargo Cargo Trailer	11W3C16227W295162		Active	
6-119-	Maxey Trailer Utility Trailer	5R8CH18286M001876		Active	
6-120-	W-W Cargo Cargo Trailer	11WHC16207W298728	04/22/22	Active	
6-121-	W-W Cargo Cargo Trailer	11WHC16247W298733	04/27/21	Active	
6-122-	W-W Cargo Cargo Trailer	11WHC18207W298984	02/06/16	Active	
6-123-	Lamar Heavy Hauler Heavy Hauler Trailer	5RVCH22298M002176		Active	
6-124-	Shop Built 2 axle Utility Trailer	960865539A	03/05/21	Active	
6-125-	W-W Cargo Cargo Trailer	11WHC16269W302980	08/20/20	Active	
6-126-	Big Tex Lawn Trailer 70LR-16BK	16VNX1629A2E62390		Active	
6-127-	W-W Cargo 8' x 16' Cargo	11WHC1623BW305969	11/24/18	Active	
6-130-	Maxey Carhauler (City Crew) Heavy Haul	5R8CH2225CM021304	04/01/22	Active	

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Equipment					- Continued
6-131-	Maxey Carhauler (Mustang Crew) Heavy	5R8CH2021BM020569			Active
6-132-	Maxey Carhauler Heavy Hauler Trailer	5R8CH2225CM022324	02/28/21		Active
6-133-	Big Tex Pipe Rail Heavy Hauler Trailer	16VPX182752378466	04/18/22		Active
6-134-	Titan Cargo Trailer 5'x10' Cargo Trailer	5D2C51019E1008097	09/14/20		Active
6-135-	Titan Cargo Trailer 5'x10' Cargo Trailer	5D2C51010E1008098			Active
6-137-	"Maxey 20'x83"" Car Hauler Heavy Hauler	5R8CH2020EM030319	04/22/22		Active
6-138-	Interstate Trailer I-714TA2 Cargo Trailer	1VK500F23A1067701	08/21/19		Active
6-139-	Texas Bragg 83x20 Utility Trailer 81 Utility	17XFP1017E1039270	07/02/20		Active
6-140-	2015 PJ 20' Equipment Trailer	4P5CC2022F1225109	04/22/22		Active
6-141-	2016 Load Trail 83"x20' Tandem Axle Car	4ZECH2025G1099062	01/23/19		Active
6-142-	Horse Creek 20x102 Deck Over	5BSCB202XGC032028	01/27/22		Active
6-143-	PJ 83" Channel Utility Trailer	3CVU81411G2546002	12/20/21		Active
6-144-	2016 PJ 22"x8" Tilt Deck	4P5T82227G1254434	12/20/21		Active
6-145-	2017 CM 16"x6'8" Cargo Trailer	49TCB1820H1023424			Active
6-146-	2017 Horse Creek 22"x83" Car Hauler	5BSCB2223HC033195	12/17/20		Active
6-147-	2017 Top Hat 12"x77" Utility Trailer	4R7BU1214HT163885	06/21/21		Active
6-148-	2016 Lamar 12"x77" Utility Trailer (water t	5RVUE1221GP041252			Active
6-149-	2017 Cargo Mat 14"x6'8"x6'8" Cargo Trail	49TCB1423H1023632	04/08/22		Active
6-150-	2018 Big Tex 30SA-08BK4RG	16VA081XJ2021865	05/28/21		Active
6-151-	CM 16' Cargo Trailer	49TCB1827J1027069			Active
6-152-	Cargo Trailer 8'x18'	5WWBL1822N6019304			Active
6-153-	Cargo Trailer 8'x18'	5WWBL1824N6019305			Active
6-154-	Cargo Trailer 8'x18'	5WWBL1828N6019887			Active
6-155-	Cargo Trailer 8'x18'	5WWBL182XN6019888			Active
6-156-	2015 Tool Trailer CM (RH-501)	49TCB1623F1016626	03/30/22		Active
6-157-	2015 Tool Trailer Covered Wagon (RH-50	53FBE1620FF017072	06/23/20		Active
6-158-	2015 PJ Trailer (RH-503)	4P5CC2023F1226012	02/10/22		Active
6-159-	2016 Tool Trailer CM (RH-504)	49TCB1624G1018922	04/08/22		Active
6-160-	2016 Tool Trailer CM (RH-505)	49TCB1626G1018923	03/16/22		Active
7-103-	MF253 BOX BLADE TRACTOR	A36190	04/20/22		Active
7-112-	John Deere 9630 w/ computer equipment	RW9630E003967	11/10/21		Active
7-113-	Case Tractor IH - SYX 450	JEE 105858	06/08/16		Active
7-116-	2014 John Deere 9560R Scraper Tractor	1RW9560RTEE012236	04/11/22		Active
7-117-	2013 John Deere 9560R	1RW9560RADE006735	02/16/22		Active
7-119-	John Deere 9620R	1RW9620RCFE017460	04/22/22		Active
7-120-	John Deere 9570R	1RW9570RCFE017644	04/22/22		Active
7-121-	John Deere 9570R	1RW9570RKJE062024	03/30/22		Active
7-122-	John Deere 9570R	1RW9570RAME067332	04/22/22		Active
8-101-	OFFSET DISC 12' JOHN DEERE	PK-01	07/17/18		Active
8-102-	OFFSET DISC FORD	FORD 219 DISC			Active
8-105-	OFFSET CHISEL PLOW	No Serial Number	03/07/15		Active
8-106-	Plow	No Serial Number			Active
8-108-	Brush Hog	Model 2615 Ser. 12-32085	06/22/16		Active
8-109-	Cattle Guard 1/2 (30x20)	Shop built			Active
8-110-	Cattle Guard 1/2 (30x20)	Shop built			Active
8-112-	Brush Hog Squeller		03/03/15		Active
8-113-	Cimmaron 6' Brush Cutter 6100T	112530323	04/29/15		Active
8-114-	2017 Hollow 500 Seeder Spreader				Active
8-115-	Dual GPS GX-75 w/PSWD's	1418-01670			Active
9-112-	Bomag MPH 362R-2	901B23001637	04/18/22		Active
9-113-	Bomag MPH 362R-2	901B23001651	04/19/22		Active
9-114-	Bomag MPH 362R-2	901B23001657	04/19/22		Active
9-115-	2015 Wirtgen WR200XLI	08WR.0023	04/19/22		Active
9-116-	Wirtgen WR240i	10WR.1166	04/02/22		Active

Silver Star Construction Company, Inc
EM Equipment List - Summary

Equipment and Components

Equipment/Component	Vin Number	Date Last Used	Status	Attach To Equip	Comp of Equip
Equipment					- Continued
10-104-	Bomag BM600 Milling Machine	101882111016	03/05/22	Active	
10-105-	Wirtgen W200i Milling Machine	1420.1658	04/08/22	Active	
10-106-	Wirtgen W250Fi		01/19/22	Active	
11-110-	CP563D Compactor	9ZW00145	04/21/22	Active	
11-111-	ISD 105 F Ingersoll Rand Roller	177184	11/24/21	Active	
11-112-	Padfoot/Smooth Roller	SD 105DX 176769 - Kirby	12/24/20	Active	
11-113-	Dynapac CA362D	731204879	04/18/22	Active	
11-115-	Bomag BW213PDH3	901581521092	04/19/22	Active	
11-117-	Dynapac CA3500D	10000168TKA025483	01/29/22	Active	
11-118-	Hamm H12i Compactor	H2840119	04/19/22	Active	
11-119-	2017 Hamm H12IP 84" Single Padfoot Ca	H2350345	04/22/22	Active	
12-108-	Dynapac CP142 Pneu Tire Roller	2163BR2325	04/22/22	Active	
12-109-	Dynapac CP142	10000500JOB001402	01/13/22	Active	
12-110-	Dynapac CP1200 Roller	10000510EHB005209	04/12/22	Active	
12-111-	Sakai GW754		04/22/22	Active	
13-109-	Dynapac CC324HF	284S00031	02/11/22	Active	
13-112-	Dynapac CC524HF	10000347A0A011594	02/11/22	Active	
13-113-	Dynapac CC1200	10000332H0A013077	04/14/22	Active	
13-114-	Dynapac CC1200	10000332A0A013190	04/22/22	Active	
13-115-	Dynapac CC5200	10000347KGA017478	04/14/22	Active	
13-116-	Hamm HD+90iVV	H2420392	04/22/22	Active	
13-117-	Hamm HD+90iVV		03/31/22	Active	
13-118-	Dynaoc CC4200	100000436TJA023462	04/06/22	Active	
13-119-	Hamm HD+90iVV	H2730034	04/22/22	Active	
13-120-	Hamm HD+90iVV-S		04/20/22	Active	
14-105-	Cat 1055 D Paver	FAC 00390	11/17/21	Active	
14-109-	Blaw Know RW-100	0956-025	12/05/20	Active	
14-110-	Peerless Pugmill	22450	05/04/15	Active	
14-112-	Cat 1055E Paver	CATAP105ATJF00409	04/12/22	Active	
14-113-	Weiler 2850 MTV	E2850-1155	03/10/22	Active	
14-114-	2015 Cat AP655F	CATAP655HM600153	04/15/22	Active	
14-115-	Weiler Hopper for MTV		10/04/19	Active	
14-116-	2010 WEILER E1250A Remix Vehicle	ID-U82254-S/N 1077	03/31/22	Active	
14-117-	Raytech Tech 48 Infrared Heater	T49T048BXWCT49032	09/28/18	Active	
14-118-	Infrared Heater 4x3	74473129		Active	
14-119-	MOBA IR/GPS paving system		01/25/22	Active	
14-120-	Vogele 2000-3i	1174.0219	04/20/22	Active	
14-121-	Vogele Super 2000-3i	1174.0295	04/22/22	Active	
15-103-	SF-2700 Power Paver	727111	05/14/21	Active	
15-104-	5700C Power Curber	57C02-07-1032016	02/10/22	Active	
15-106-	Allen 3200B-TC	031101-3200B-TC		Active	
15-107-	Impactor 3000H	KG13R05199	10/13/20	Active	
15-110-	Power Curber 5700C w/GPS Controls	57C07-15-0232377	12/20/21	Active	
15-111-	Power Curber 5700C	57C07-16-1032482	04/01/22	Active	
15-112-	Ligchine Boss 240	1393	01/18/22	Active	
16-108-	John Deere 310 SJ	T0310SJ155834	04/22/22	Active	
16-109-	John Deere 210LJ	1T0210LJAA0890290	04/23/22	Active	
16-110-	John Deere 310SG	957403	04/21/22	Active	
16-111-	John Deere 210K	1T8210KXCC0891202	04/04/22	Active	
16-112-	John Deere 210L	1T8210LXAJF894659	04/08/22	Active	
16-113-	John Deere 410LXT Loader Backhoe (RH)	1T0410LXHJF332894	02/01/22	Active	
17-105-	Broce Broom KR350	406606	06/30/21	Active	
17-106-	Broce Broom RCT350	410528	04/13/22	Active	
17-107-	Broce Broom RCT350	412377	03/07/22	Active	

**Silver Star Construction Company, Inc
EM Equipment List - Summary**

Equipment and Components

Equipment/Component	Vin Number	Date		Attach To Equip	Comp of Equip
		Last Used	Status		
Equipment					- Continued
17-189- Brocke Broom KR350	407093	02/11/22	Active		
18-111- John Deere 844K	1DW644KZVCE649513	04/20/22	Active		
18-113- John Deere 744K Loader	1DW744KXJFF672871	09/16/21	Active		
18-114- John Deere 644K Loader	1DW644KZVKF697618	04/22/22	Active		
18-115- John Deere 744L Loader	1DW744LXCLF704836		Active		
18-116- John Deere 644K Loader	1DW844KZEKF701964	03/14/22	Active		
18-117- John Deere 644K	1DW644KZHLF704671	04/19/22	Active		
18-118- John Deere 844K		04/15/22	Active		
18-119- John Deere 544P		03/28/22	Active		
18-120- John Deere 444K Loader (RH-201)	1DW444KZEDE650899	04/21/22	Active		
19-121- Bobcat S250	A5GM37919	11/10/20	Active		
19-127- Bobcat S650	A3NV23487	04/13/22	Active		
19-130- Bobcat S650	ALJ812291	04/19/22	Active		
19-136- 2015 Bobcat S650	ALJ815826	06/30/21	Active		
19-137- Bobcat T250	525614478	11/20/20	Active		
19-139- Bobcat S650	ALJ816527	04/22/22	Active		
19-140- 2016 John Deere 329E Skid Steer	1T0329EEGE293345	04/22/22	Active		
19-141- John Deere 331G Track Loader	1T0331GKXHF317074	04/21/22	Active		
19-142- John Deere 331G	1T0331GMVKF356051	04/20/22	Active		
19-143- John Deere 324G	1T0324GMPKJ366400	04/22/22	Active		
19-144- John Deere 324G	1T0324GMEKJ366747	04/22/22	Active		
19-145- John Deere 333G CTL	1T0333GKPLF384115	04/22/22	Active		
19-146- John Deere 324G Skid Steer	1T0324GMALJ389099	04/22/22	Active		
19-147- John Deere 324G Skid Steer	1T0324GMKLJ389114	04/19/22	Active		
19-148- John Deere 324G Skid Steer	1T0324GMVLJ389344	04/22/22	Active		
19-149- John Deere 324G Skid Steer	1T0324GMELJ389351	04/22/22	Active		
19-150- JD 332G Skid Steer	1T0332GMJNF420385		Active		
19-151- JD 332G Skid Steer	1T0332GMENF420749		Active		
19-153- Bobcat S650 (RH-401)	ALJ814048	04/22/22	Active		
20-101- BOBCAT MILLING MACHINE HT	303800133	06/24/20	Active		
20-102- "BOBCAT BROOM 72" "	435401435	08/20/19	Active		
20-103- BOBCAT TOOTH BUCKET	4940Z		Active		
20-104- BOBCAT FORKS	N/A		Active		
20-105- BOBCAT SMOOTH BUCKETS (2)	6703927 B88794		Active		
20-106- 2560 BREAKER	SN 1634	03/20/17	Active		
20-107- "3274 66" BUCKET "	804377	02/28/17	Active		
20-108- "3927 66" BUCKET "	49402		Active		
20-109- "72" BROOM "	No Serial Number	09/18/19	Active		
20-110- AUGER ATTACHMENT FOR BOBCAT	856303874		Active		
20-111- BOBCAT MILLING MACHINE	23M00528		Active		
20-112- "BOBCAT 66" BUCKET "	G69897		Active		
20-115- Melrose Smooth Lip Bucket	G21856		Active		
20-116- "Bobcat 66" Grapple "	477003521	06/07/21	Active		
20-117- "Bobcat 66" Fork Grapple "	425500273		Active		
20-121- "72" Bobcat Sweeper "	783710753--White Star		Active		
20-122- "73" Grapple Rake "	SG73396		Active		
20-123- Drop Hammer	180001.17		Active		
20-124- Auger Model 15	878486173		Active		
20-125- Pallet Ford	944214573		Active		
20-126- Stanley Breaker	589		Active		
20-127- Milling Machine	231200453		Active		
20-128- Terminator 6' Rotary Mower 6000	709171		Active		
20-129- "14" Planer Standard Flow "	231200552		Active		
20-131- Breaker	A00Y03961	08/28/19	Active		

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- Continued					
20-132-	"72" Sweeper "	783721106			Active
20-133-	"12" Planer "	835			Active
20-134-	Kent Breaker model:KF4QT	11086			Active
20-135-	Bobcat 15C Auger	944231260			Active
20-136-	Bobcat 15C Auger	944231259			Active
20-137-	Cyclone 9W-3500 Concrete Breaker	18001023	04/07/22		Active
20-138-	"Bobcat 72" Sweeper "	783718890			Active
20-139-	"Bobcat 72" Sweeper "	783729947			Active
20-140-	"Bobcat 82" Root Grapple "	AF0N02573			Active
20-141-	"Bobcat 72" Sweeper "	783733923	10/05/20		Active
20-142-	Bradco 89559 Power Rake	114193			Active
20-143-	Bobcat Standard Flow 14" Planer	AKS302366	04/24/19		Active
20-144-	Bobcat 15C Auger "Holcim"	944251802	04/19/19		Active
20-145-	2015 Bobcat 14" Standard Flow Planer	AKS302404			Active
20-146-	2015 Bobcat 72" Sweeper	783737454	04/13/20		Active
20-147-	2015 Bobcat 72" Sweeper	783737465			Active
20-148-	2016 Indeco HP 500 Hydraulic Hammer	26956	07/23/20		Active
20-149-	2015 FRD KF4SS Hydraulic Breaker	F4-7729	03/04/21		Active
20-150-	2017 Fiatliner FL36 Asphalt Profiler	361017.09			Active
20-151-	Paladin 72" Sweeper w/ water	1737080	07/30/20		Active
20-152-	2018 John Deere HH60C Hydraulic Break	1T0HH60CTJ0000473			Active
20-153-	2019 John Deere BR72C Broom	1T0BR72CAJ0000004			Active
20-154-	2019 John Deere BR72C Broom	1T0BR72CAJ0000052			Active
20-155-	2019 Virnig Pallet Forks	145638			Active
20-156-	John Deere BR72C Broom	1T0BR72CEK0000090			Active
20-157-	John Deere BR72C Broom	1T0BR72CEJ0000086			Active
20-158-	John Deere HH60C Hammer		03/14/22		Active
20-159-	Bobcat HB980	A00Y05439			Active
20-160-	Petromat Rolling Attachment	Shiop Made			Active
20-161-	78" Land Planer				Active
20-162-	Caterpillar ARM GP Boom Attachment (R)	1XR1-2183			Active
20-163-	2021 JD HH60C Hydraulic Hammer	1T0H860CKL000101			Active
20-164-	2021 JD HH60C Hydraulic Hammer	1T0HH60CAM0001023			Active
21-132-	John Deere Scraper Bowl 2112E	82112E080423	02/22/22		Active
21-133-	John Deere Scraper Bowl 2112E	82112E080424	02/10/22		Active
21-134-	John Deere Scraper Bowl 2112E	T82112E80458	04/11/22		Active
21-135-	John Deere Scraper Bowl 2112E	T82112E80459	04/11/22		Active
21-143-	John Deere 2112E Scraper Bowl	1T82112EEC0120850	04/22/22		Active
21-144-	John Deere 2112E Scraper Bowl	1T82112ECC0120851	02/21/22		Active
21-145-	2014 John Deere 2112E	1T82112EVE0120960	04/22/22		Active
21-146-	2014 John Deere 2112E	1T82112ELE0120959	04/22/22		Active
21-147-	John Deere 2112E Scraper	1T82112EKA0100817	08/17/20		Active
21-148-	John Deere 2112E Scraper	1T82112EPA0100816	01/08/21		Active
21-149-	John Deere 2412DE Scaper	1T82412EAFD415110	03/30/22		Active
21-150-	John Deere 2412DE Scaper	1T82412ECHD416158	03/30/22		Active
21-151-	John Deere 2412DE Scraper Bowl	1T82412EAJD416203	04/22/22		Active
21-152-	John Deere 2412DE Scraper Bowl	1T82412EHJD416205	04/22/22		Active
21-153-	John Deere 2412DE Scraper Bowl	1T82412ELJD416185	04/22/22		Active
21-154-	John Deere 2412DE Scraper Bowl	1T82412ECJD416210	02/21/22		Active
22-115-	John Deere 700J XLT	T0700JX164513	04/19/22		Active
22-116-	Komatsu D65EX15EQ	69060	04/23/22		Active
22-117-	John Deer 750K Dozer	1T0750KXADE246203	04/22/22		Active
22-119-	John Deere 650K Dozer	1T0650KXCCE228099	04/22/22		Active
22-120-	John Deere 700K Smartgrade Dozer	1T0700KXTGF294785	04/15/22		Active

Silver Star Construction Company, Inc
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Equipment and Components

Equipment/Component	Vin Number	Date Last Used	Status	Attach To Equip	Comp of Equip
- Continued					
22-121-	John Deere 700K Smartgrade Dozer	1T0700KXEKF363416	04/22/22	Active	
22-122-	John Deere 700K Smart Grade	1T0700KXTF298061	12/06/21	Active	
22-124-	Komatsu D37EX-24 (RH-701)	85327	03/30/22	Active	
23-107-	Komatsu Excavator-PC138USLC	KM02517	04/14/22	Active	
23-113-	JD 50D	FF050DX270540	04/18/22	Active	
23-114-	Komatsu PC220LC-8	A88488	03/08/22	Active	
23-115-	John Deere 35G	1FF035GXVDK270025	04/22/22	Active	
23-116-	John Deere 210G LC	1FF210GXADE521174	04/22/22	Active	
23-117-	John Deere 290GLC	1FF290GXUDE705763	04/08/22	Active	
23-119-	John Deere 135G Excavator	1FF135GXPEE400853	04/21/22	Active	
23-120-	John Deere 210G Excavator	1FF210GXUDE521118	11/18/21	Active	
23-124-	John Deere 245G Excavator (RH-302)	1FF245GXAFE600836	04/22/22	Active	
23-125-	2020 John Deere 300G Excavator	1FF300GXLF731435	04/22/22	Active	
24-120-	JD 872D (Lease Purchase) W \$70000 ED	872DX601721	01/08/19	Active	
24-123-	John Deere 772G w \$70000 EDP equipm	1DW772GPHCE645294	04/12/22	Active	
24-125-	2015 John Deere 772G Motor Grader	1DW772GXKEF666392	04/21/22	Active	
24-126-	John Deere 772G Motor Grader	1DW772GXHCE643870	04/19/22	Active	
24-127-	John Deere 772G Motor Grader	1DW772GX627206	04/19/22	Active	
24-128-	John Deere 772G Motor Grader	1DW772GXTA0629236	04/08/22	Active	
24-129-	John Deere 772G Motor Grader	1DW772GXCA0632467	04/22/22	Active	
24-130-	John Deere 672GP Motor Grader WCont	1DW672GPEGF674260	04/20/22	Active	
24-131-	John Deere 772G Motor Grader/Control	1DW772GXJGF678417	04/23/22	Active	
24-132-	John Deere 772G Motor Grader	1DW772GXEGF678491	04/22/22	Active	
24-133-	John Deere 772G Motor Grader	1DW772GPKJF690637		Active	
24-134-	John Deere 772GP Smartgrade	1DW772GPAHF682702	04/22/22	Active	
24-135-	John Deere 772GP Motor Grader	1DW772GPKCF702791		Active	
24-136-	John Deere 772G Smartgrade		04/22/22	Active	
25-101-	AIR CURTAIN DESTRUCTOR	13289	06/11/21	Active	
25-102-	Air Curtain Destructor	CP 2000		Active	
25-103-	AIR CURTAIN DESTRUCTOR	12067	06/11/21	Active	
26-103-	"1 1/2" ELECTRIC WATER PUMP "	9452873	08/04/20	Active	
26-104-	"3" GAS WATER PUMP "	1352345	03/25/22	Active	
26-106-	"2" W Pump-TSURUMI "	7789926	10/15/21	Active	
26-107-	"Wacker Diesel 6" Trash Pump "	PT 6LT 027963	09/08/21	Active	
26-109-	"3" Water Pump "	5560834	02/22/22	Active	
26-110-	JD 40450 Engine Godwin Dri=prime pum	CD150M	03/25/22	Active	
26-111-	MQ Submersible - Electric	482284		Active	
26-112-	"Honda 2" water pump GX120 "	1159256		Active	
26-113-	"Honda 2" water pump GX120 "	1138279		Active	
26-114-	"Honda 3" water pump WB30K "	1319108		Active	
26-116-	"Honda 2" water pump GX120 "	1441229	01/17/20	Active	
26-117-	MQ Submersible - Electric	484185		Active	
26-118-	"MMD MNPH-3T 3" "	593820		Active	
26-121-	"WB20K Honda 2" "	1297095	09/12/20	Active	
26-123-	Godwin GWP50HX	81201045		Active	
26-124-	Godwin GWP50HX	81201044		Active	
26-125-	Onan Generator Set 125.0	1790447613		Active	
26-126-	Godwin GWP50HX	81201048		Active	
26-127-	Godwin GWP50HX	81201047	08/03/20	Active	
26-129-	"Honda WB30X 3" "	GCABT3870198		Active	
26-130-	"Honda WB30X 3" "	GCABT3870160		Active	
26-131-	"Honda WB20X 2" "	GCAAT2032836		Active	
26-132-	"Honda 3" Pump "	GCABT3870167		Active	
26-133-	"Honda 2" Pump "	WABT-2020787		Active	

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Equipment and Components

Equipment/Component	Vin Number	Date Last Used	Status	Attach To Equip	Comp of Equip
Equipment					- Continued
26-134-	"Honda 2"" Pump "		Active		
26-135-	"Honda 2"" Pump "		Active		
26-136-	"Honda 2"" Pump "	06/02/21	Active		
26-137-	"Honda 2"" Pump "		Active		
26-139-	"John Deere 6"" Water Pump "		Active		
26-202-	Honda WB30X		Active		
26-204-	2016 Godwin CD150M 6" W/ TRAILER		Active		
26-205-	Multiquip Submersible Trash Pump 2"	08/19/20	Active		
26-206-	Wacker Gas Trash Pump 2"	01/20/20	Active		
26-214-	Multiquip Sub Pump	08/12/20	Active		
26-227-	Wacker Trash Pump		Active		
26-229-	2" Wacker Trash Pump	550087	Active		
26-230-	2" Wacker Trash Pump	576-0827	Active		
26-231-	3" Wacker Trash Pump	24443842	Active		
26-232-	3" Wacker Trash Pump	24443844	Active		
26-233-	2" Wacker Trash Pump	24441150	Active		
26-237-	Pioneer 6x3 Diesel pump	24441151	Active		
26-239-	Wacker Packer 3" Trash Pump	5000009092	Active		
26-240-	3" Tsurumi Pump Electric	9490	Active		
26-241-	1-1/2" Electric Water Pump	24523853	Active	11/09/21	
27-105-	Multi 3600 Generator	156	Active		
27-106-	Trusumi Generator	5182562	Active		
27-107-	3600 Watt Honda Generator	TPG3600H 1001005	Active	10/13/17	
27-111-	Yamaha 7200	54 14929	Active	10/13/17	
27-113-	Cat Generator	0205339	Active		
27-114-	Ingersol Rand Light Tower	2WJ00391	Active		
27-115-	Ingersol Rand Light Tower	285338UAJ823	Active	04/04/17	
27-116-	Dewalt DG4300	285321UJT822	Active	10/13/17	
27-117-	Dewalt DG4300	66009	Active		
27-118-	Dewalt DG4400B	66024	Active		
27-119-	Dewalt DG4400W	2812000203	Active		
27-120-	Dewalt DG4400B	2812001297	Active		
27-121-	Dewalt DG6000	2812000195	Active		
27-122-	Wacker Neuson GV5600	64224	Active		
27-125-	Onan Genset	20080916	Active		
27-126-	Allmand Nightlite Pro II Light Tower	125.0 - 17290447613	Active	04/22/22	
27-127-	Allmand Nightlite Pro II Light Plant	0444PRO213	Active		
27-128-	Allmand Nightlite Pro II Light Plant	2281PRO213	Active		
27-129-	Allmand Nightlite Pro II Light Plant	2523PRO213	Active		
27-130-	Specialty Lighting N100 Generator	0770PRO214	Active		
27-131-	Specialty Lighting N100 Generator	C12-05-06002	Active		
27-201-	Generac XG6500	C13-03-06987	Active		
27-204-	Multiquip DA7000SSA (diesel)	8524512	Active		
27-209-	2015 Honda i3000 Generator	5721133	Active		
27-211-	Yamaha 7200	EZGF-1626840	Active		
27-212-	Yamaha Generator	0205339	Active		
27-213-	Preditor 2000w Generator	205174	Active		
27-214-	Preditor 2000w Generator	A 200-400-4681	Active		
27-215-	Preditor 2000w Generator	82004001325	Active		
27-216-	Honda 6500W Generator (RH-613)	A2004005011	Active		
28-101-	VIBRATORY PLATE-ASPHALT	EBLC-150-4498	Active		
28-102-	WACKER PACKER 5045	u5045H	Active		
28-103-	Wacker Plate Compactor	743844737	Active		
28-104-	3400# Vib Plate	WP1550A025557	Active		
		"Model: MVC77H""FA1302141"	Active	01/24/19	

Silver Star Construction Company, Inc
EM Equipment List - Summary

Equipment and Components

Equipment/Component	Vin Number	Date Last Used	Status	Attach To Equip	Comp of Equip
Equipment					
28-105-	"Multiquip" MVC 77H/3400LB "		FC-1302552		Active
28-108-	Vib Plate-AP 2000H		AP 2000H		Active
28-107-	Plate Compactor-concrete crew	04/01/16	182004506		Active
28-109-	Wacker Plate Compactor		6662131		Active
28-110-	Wacker WP1550		6665679		Active
28-111-	Wacker BPU3345A		1172126		Active
28-112-	Mikasa MVC-90		E9033		Active
28-113-	Industrial Supply (red)		2297202		Active
28-114-	Wacker WP1500AW		6667249		Active
28-116-	Mikasa MVC82		S2928		Active
28-118-	Mikasa Packer		J6808		Active
28-119-	Mikasa MVC-90L		H7599		Active
28-120-	Mikasa Multi Quip		2134693		Active
28-200-	Multiquip Plate Compactor 17" x 22"		Z5024		Active
28-201-	Mikasa Vibra Plate		Z5204		Active
28-202-	Wacker Packer WP1550AW		10796369		Active
28-203-	Wacker Plate Compactor		510-001-8324		Active
28-204-	Multiquip MTX70D Compaction Rammer		D3404		Active
28-206-	Plate Compactor Vbrtry Kikasa W5.5HP		F14176		Active
28-207-	Mikasa Vibrator Plate MVC82VH		G10517		Active
28-208-	Mikasa MVC82VH		G10525		Active
29-103-	Partner K950 Quickie Saw	04/19/19	KTS 950		Active
29-104-	Stihl Quick Saw-City crew	06/20/16	T5460		Active
29-105-	Chipper Saw-Cement Saw		Model C12		Active
29-106-	Clipper C13E		7006231		Active
29-107-	Clipper Norton -PC2024		7111085		Active
29-108-	Partner K750 Quickie Saw		4134137		Active
29-109-	Norton C2024		7111091		Active
29-111-	Stihl TS400		167715060		Active
29-113-	Stihl TS420		169007835		Active
29-114-	Target (blue)		35846		Active
29-115-	Target		410844		Active
29-117-	Stihl MS280		273476535		Active
29-118-	Stihl TS400		87715013		Active
29-119-	Soff Cut X750 Prowler		1254		Active
29-120-	Soff Cut X4000		2542		Active
29-121-	Stihl TS420		170506544		Active
29-126-	Soff-Cut Concrete Saw		1016		Active
29-127-	Norton C20		F10830		Active
29-128-	Husqvarna X-4000 SoffCut		12965263001		Active
29-129-	Husqvarna X-4000 SoffCut		130347002		Active
29-130-	Husqvarna X-4000		12965263001		Active
29-131-	Povlan Wild Things		13106N200870-4		Active
29-132-	Stihl Chain Saw		294896191		Active
29-133-	Stihl Quickie Saw		176752516		Active
29-134-	Stihl Quickie Saw		176407537		Active
29-208-	Stihl Quickie Saw TS-240		179254082		Active
29-224-	Clipper C13PE Concrete Saw		1606110		Active
29-230-	2017 Clipper C2024SS Concrete Saw		17021324		Active
29-243-	Stihl TS420		184851993		Active
29-244-	2018 Husqvarna T8600P Vacuum System		967664801		Active
29-245-	2018 Stihl TS420		184860671		Active
29-246-	2018 Stihl TS420		184860746		Active
29-247-	2018 Husqvarna 4000 Prowler Soft Cut		001377-921002		Active

- Continued

Silver Star Construction Company, Inc
EM Equipment List - Summary

Equipment and Components

Equipment/Component	Vin Number	Date Last Used	Status	Attach To Equip	Comp of Equip
Equipment					
- Continued					
29-248-	2018 Husqvarna T8600P Vacuum System	001380981001			Active
29-249-	Husqvarna Prowler 4000 Softcut Saw	001379-153003			Active
29-255-	Soff Cut Prowler 4000	1381331091			Active
29-257-	Soffcut Prowler 4000	001383-172003			Active
29-258-	Stihl Quikie Saw TS-420	187082108			Active
29-259-	Stihl Quikie Saw TS-420	187082128			Active
29-260-	Stihl Quikie Saw TS-420	186940705			Active
29-261-	Stihl TS-420 Quikie Saw	187496114			Active
29-262-	Husqvarna FS513 Walk Behind	20201000018			Active
29-263-	Stihl TS-420 Quikie Saw	187647473			Active
29-264-	Stihl TS-420 Quikie Saw	188012202			Active
29-265-	Stihl Quikie Saw TS-420	188012270			Active
29-268-	Stihl MS170	525843884			Active
29-269-	Stihl MS170	525844065			Active
29-270-	Stihl TS-420 Quikie Saw	188840827			Active
29-271-	STIHL TS420 (RH-816)	582488331			Active
29-272-	STIHL TS420 (RH-817)	188259754			Active
30-101-	Honda Power Finisher	1451551099			Active
30-103-	Target Procut IV--Jack	388112			Active
30-104-	Target Procut IV--Jeff J	388222			Active
30-105-	Target Procut	411311	08/02/19		Active
30-106-	Ingersol Rand 250 Air Compressor	335822UDP394			Active
30-107-	EZ Drill	53004	12/19/19		Active
30-108-	Concrete Paving/Finishing Bridge (Shop E	NA			Active
30-109-	Soft Cut Concrete Saw	3803501121	11/04/14		Active
30-110-	Dewalt Hammer Drill D25550	326129			Active
30-111-	Speedaire Air Compressor	4B241B			Active
30-112-	Westward Air Compressor	4B220D			Active
30-113-	Bosch Hammer Drill D611236	789000459			Active
30-114-	Dewalt Hammer Drill D25550	328019			Active
30-115-	Speedaire Air Compressor	8014			Active
30-116-	Dewalt Hammer Drill D25650	318924			Active
30-117-	Dewalt Hammer Drill D25650	318932			Active
30-118-	Dewalt Hammer Drill D25550K	327947			Active
30-119-	Dewalt Hammer Drill D25650K	310938			Active
30-120-	Dewalt Hammer Drill D25650K	310952			Active
30-121-	Concrete Buffer	0J02-6051888			Active
30-122-	Mikasa Hammer Drill	1003675			Active
30-123-	Milwaukee Hammer	6.88819E+12			Active
30-124-	Honda Hole Saw	0Y1G11H			Active
30-125-	Milwaukee Hammer	9875271			Active
30-129-	Dewalt Hammer Drill	300626			Active
30-131-	OZTEC Back Pack VIB BP-50A	GLAFK-1123452			Active
30-143-	Speed Screed	1451551099	05/29/20		Active
30-144-	Speed Screed	1878990412			Active
30-145-	Speed Screed				Active
30-146-	Rhino Manufacturing Concrete Washout E	n/a			Active
30-147-	Rhino Manufacturing Concrete Washout E	n/a			Active
30-150-	Allen MOD7560XL Cure Sprayer	75X0919001			Active
30-151-	Allen MOD7560XL Cure Sprayer	75X0819013			Active
30-152-	Dewalt D25481K Hammer Drill	W03Q61D			Active
30-153-	Dewalt D25481K Hammer Drill	W03Q59M			Active
30-154-	Dewalt D25481K Hammer Drill	W04UYX9			Active
30-155-	Milwaukee 4096 Core Drill	798C3201900010			Active

Silver Star Construction Company, Inc
EM Equipment List - Summary

Equipment and Components

Equipment/Component	Vin Number	Date Last Used	Status	Attach To Equip	Comp of Equip
- Continued					
30-156-	Minnich Backpack Vibrator	121-1970			Active
30-157-	Dewalt D25814K Rotary Hammer Drill	W08UF9C			Active
30-158-	Dewalt D25814K Rotary Hammer Drill	W08UF9T			Active
30-159-	Husqvarna 10" Core Drill	001386258008			Active
30-160-	Hilti CombiHammer TE60-AVR 120v	64713			Active
30-161-	Hilti C ombiHammer TE60-AVR 120v	64719			Active
30-162-	Minnich Backpack Vibrator	121-2428			Active
30-163-	Concrete Bucket (RH-607)				Active
30-184-	1YD Concrete Bucket (RH-611)	G427-R			Active
30-165-	Bidwell BR201 Bridge Deck Finisher (RH-	125BR783702HD	05/11/19		Active
31-101-	Pipe Laser & Appurtenances	model 1255HPS SN #	04/23/22		Active
31-102-	LASER LEVEL & SURVEY EQUIPMENT	DC600	05/19/15		Active
31-104-	LMH Laser Set - 57	S7LMH	05/19/15		Active
31-105-	LASER LEVEL & SURVEY EQUIPMENT	295-1147/1148	02/13/15		Active
31-106-	Magnetic Locator	SN 211842			Active
31-107-	Pipe Laser & Appurtenances	model 1255HPS SN #	01/27/15		Active
31-108-	Laser (Jack S.)-Model 57071	XA 7399			Active
31-109-	Hipper Plub B-R	XA7399			Active
31-110-	Base - 3844844	NA	06/09/15		Active
31-111-	Rover - 3844S8S	NA			Active
31-112-	FC100 - 724995	NA			Active
31-113-	MM Laser - OW0871	NA	02/07/15		Active
31-114-	MM Receiver - 940248	NA	02/04/15		Active
31-115-	Diff. Level 48S223	NA			Active
31-116-	Base - 3844779	NA			Active
31-117-	Rover - 29S1448	NA	04/24/15		Active
31-118-	FC100 - OW0315	NA			Active
31-119-	MM Receiver - 940317	NA			Active
31-120-	Diff. Level - 48381S	NA			Active
31-121-	Rover - 384-3494	NA			Active
31-122-	Troxier Model 2701B PaveTracker	60763			Active
31-123-	Topcon Lazer RL-H4C	X85639			Active
31-124-	Ames Engineering light profiler model 620	651109	04/22/15		Active
31-125-	Sitelink GPS System				Active
31-126-	Subsite UtiliGuard UTG-STD 102-1560	8386323			Active
31-127-	Subsite UtiliGuard UTG-T5 102-1572	8686853			Active
31-128-	Topcon Rover	1120-15027			Active
33-103-	Ingersol Rand Air Compressor	30TC832935	06/15/21		Active
33-104-	Lincoln Classic Welder 300D	C1010700	02/14/20		Active
33-106-	Komatsu Forklift FG25T	503144A			Active
33-107-	TEK Hydro Pressure Washer	1-145			Active
33-108-	Welder	Shop Use			Active
33-109-	Welder	Shop Use			Active
33-110-	Link Welder	1725-9			Active
33-112-	Portable Fuel Tank	Job Box			Active
33-113-	Oil and Fuel Container	Job Box			Active
33-115-	Forklift -HUSTER 80 FT	NA (N005V02518E)	05/19/21		Active
33-117-	Little Wonder Sidewalk Plover	6841801			Active
33-119-	Stihl FS110	275643379			Active
33-120-	Stihl FS110	277275414			Active
33-121-	Ditch Witch FX30	Pothole Machine	03/18/22		Active
33-122-	Conex Box - Warehouse	Job Box			Active
33-123-	Conex Box - City of Mustang	City of Mustang			Active
33-124-	Slurry Mixer for Holcim	Holcim Waste Hill	04/22/22		Active

Silver Star Construction Company, Inc
EM Equipment List - Summary

Equipment and Components

Equipment/Component	Vin Number	Date Last Used	Status	Attach To Equip	Comp of Equip
Equipment					- Continued
33-125-	John Deere Gator (profilagraph)				
33-127-	Conex Box with Fuel & Oil Tanks				
33-128-	Electric Control Room				
33-129-	Storage Conex (from Falcon)				
33-130-	Storage Conex (from Falcon)				
33-131-	Landa Pressure Washer				
33-132-	40' Container for Crusher				
33-133-	2017 Stihl BR600 Backpack Blower				
33-134-	2017 Stihl TR91				
33-135-	2006 Genie S-85 Boom Lift				
33-136-	Mohawk MP-18 4 Column Lifts				
33-137-	Kubota Zero Turn Mower 48" Deck				
33-140-	40' Container Office				
33-141-	HHS-3004-2E2G Power Washer				
33-142-	HSP-2503-0MMH Power Washer				
33-143-	20" Open Jobsite Storage Container				
33-144-	20" Open Jobsite Storage Container				
33-145-	Stihl Backpack Blower BR-350				
33-146-	Wichita Tank 500 Barrel				
33-147-	Wichita Tank 500 Barrel				
33-148-	VE Enterprises 500 Barrel				
33-149-	Stihl Bike Weedeater				
33-150-	Data Link Adapter Kit				
33-333-	Fuel system on yard #3				
33-334-	SDE-System				
34-101-	MGL				
34-102-	Cedar Rapids 5064 Crusher				
34-103-	"Shop Built 42"x192' Conveyor 42"x192'				
34-105-	Terex Simplicity 8'x20' Screen Deck				
34-106-	Shop Built 30'x20' radial stacker				
36-101-	Core-cement drill				
36-102-	Kent Hrdro Hammer for Track hoe				
36-103-	WICKER LOG FORKS FOR 644E LOADE				
36-106-	Stanley Hydraulic Breaker MB656				
36-108-	Henderson RSPx11x36xSTD (Snow Plow				
36-109-	Henderson FSHx13/15x68xMild (Sand Sp				
36-110-	Henderson RSPx11x36xSTD (Snow Plow				
36-111-	Henderson FSHx13/15x68xMild (Sand Sp				
36-112-	Henderson RSPx11x36xSTD (Snow Plow				
36-113-	Henderson FSHx13/15x68xMild (Sand Sp				
36-114-	Henderson RSPx11x36xSTD (Snow Plow				
36-115-	Henderson RSPx11x36xSTD (Snow Plow				
36-116-	NPK E-213 Hammer				
36-119-	Henderson RSP 11'x36" Snow Plow				
36-120-	Henderson HDFSH-11-15 Sand Spreader				
36-121-	John Deere sifting bucket for 644E				
36-124-	Swenson Stainless Steel Spreader				
36-125-	Swenson Stainless Steel Spreader				
36-126-	Swenson Stainless Steel Spreader				
36-127-	Swenson Stainless Steel Spreader				
36-128-	Swenson Stainless Steel Spreader				
36-129-	Swenson Stainless Steel Spreader				
36-130-	Swenson Stainless Steel Spreader				
36-131-	Swenson Stainless Steel Spreader				

Silver Star Construction Company, Inc
EM Equipment List - Summary

Equipment and Components

Equipment/Component	Vin Number	Date Last Used	Status	Attach To Equip	Comp of Equip
Equipment					- Continued
38-101-	AED		D00000219990		Active
38-102-	AED		D00000219954		Active
38-103-	AED		D00000219933		Active
38-104-	AED		D00000219946		Active
38-105-	AED		D00000219863		Active
38-106-	AED		D00000219763		Active
38-107-	AED		D00000219923		Active
38-108-	AED		D00000219780		Active
38-109-	AED		D00000220033		Active
38-110-	AED		D00000219801		Active
38-111-	AED		D00000219920		Active
38-112-	AED		D00000220019		Active
38-113-	AED		D00000220060		Active
38-114-	AED		D00000219951		Active
38-115-	AED		D00000219919		Active
38-116-	AED		D00000219931		Active
38-117-	AED		D00000219901		Active
38-118-	AED		D00000219844		Active
38-119-	AED		D00000219877		Active
38-120-	AED		D00000220425		Active
38-121-	AED		D00000219942		Active
38-122-	AED		D00000219632		Active
38-123-	AED		D00000219930		Active
38-124-	AED		D00000220002		Active
38-125-	AED		D00000219932		Active
38-126-	AED		D00000219824		Active
38-127-	AED		D00000219721		Active
38-128-	AED		D00000219928		Active
38-129-	AED		D00000220058		Active
38-130-	AED		D00000219943		Active
38-131-	AED		D00000219959		Active
38-132-	AED		D00000219768		Active
38-133-	AED		D00000219761		Active
38-134-	AED		D00000219764		Active
38-135-	AED		D00000219804		Active
38-136-	AED		D00000219917		Active
38-137-	AED		D00000219890		Active
38-138-	AED		D00000219989		Active
38-139-	AED		D00000220023		Active
38-140-	AED		D00000219900		Active
38-141-	AED		D00000220586		Active
38-142-	AED		D00000219640		Active
38-143-	AED		D00000219996		Active
38-144-	AED		D00000219895		Active
38-145-	AED		D00000219905		Active
95-100-	G & A Furniture and Fixtures		Various		Active
96-100-	G & A Computers		Various		Active
97-100-	BUILDING		Various		Active
98-100-	Land		Various		Active
99-000-	Shop		Various	05/20/15	Active
99-100-	Job Tools		Various		Active
AA-000-	2008 AUDIT ADJUST				Active
RH-101-	R&H Pickup		1FT7W2B68GEA12615	05/19/17	Active
RH-102-	R&H Pickup		1FT7W2B68GEA12614	08/25/21	Active

Silver Star Construction Co., Inc

Main Office- 2401 S. Broadway - Moore, Oklahoma 73160 – (405) 793-1725 / Fax (405) 793-9989

City of Midwest City

Contractor Prequalification

Financial Statements

September 24, 2024

Silver Star Construction's company policy is that we do not supply any company with a financial statement without obtaining the same information from the requesting company.

We do offer to let GC's come to our office to review our current financials and our annual certified audited financials at any time with an appointment.

Or by Zoom with an appointment.

For an appointment, please contact Sandra Lundmark at 405-793-1725 email sandral@silverstarconst.com

Thank You,

Tim Caudle
President
Silver Star Construction



An Employee Owned Company

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. SILVER STAR CONSTRUCTION COMPANY, INC.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p>5 Address (number, street, and apt. or suite no.) See instructions. 2401 S. Broadway</p> <p>6 City, state, and ZIP code Moore, Oklahoma</p> <p>7 List account number(s) here (optional)</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> <p>Requester's name and address (optional)</p>
--	--	--

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>												
OR												
Employer identification number												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; text-align: center;">7</td> <td style="width: 25%; border: 1px solid black; text-align: center;">3</td> <td style="width: 25%; border: 1px solid black; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; text-align: center;">1</td> </tr> <tr> <td style="width: 25%; border: 1px solid black; text-align: center;">2</td> <td style="width: 25%; border: 1px solid black; text-align: center;">0</td> <td style="width: 25%; border: 1px solid black; text-align: center;">4</td> <td style="width: 25%; border: 1px solid black; text-align: center;">8</td> </tr> <tr> <td style="width: 25%; border: 1px solid black; text-align: center;">7</td> <td style="width: 25%; border: 1px solid black; text-align: center;">9</td> <td colspan="2"></td> </tr> </table>	7	3	-	1	2	0	4	8	7	9		
7	3	-	1									
2	0	4	8									
7	9											

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 1-5-24
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Bid Bond

CONTRACTOR:

(Name, legal status and address)

Silver Star Construction Company, Inc.

2401 S Broadway
Moore, OK 73160

OWNER:

(Name, legal status and address)

City of Midwest City

100N Midwest Blvd
Midwest City, OK 73110-4319

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

MAILING ADDRESS FOR NOTICES:

Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% of Bid Amount Five Percent of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

Public Works General and Emergency Services

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of September, 2024.

(Witness)

Silver Star Construction Company, Inc.

(Contractor as Principal) (Seal)

(Witness)

(Title) Tim Caudle, President
The Ohio Casualty Insurance Company

(Surety)

(Title) Russell Hollingsworth - Attorney in Fact



BID-0026217

Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010 Edition Bid Bond.

LMS-20862e 02/21



POWER OF ATTORNEY

The Ohio Casualty Insurance Company

Principal: Silver Star Construction Company, Inc.

Agency Name: Inservices, Inc. dba Dillingham Insurance

Bond Number: BID-0026217

Obligee: City of Midwest City

Bid Bond Amount (5% of Bid Amount) Five Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Russell Hollingsworth in the city and state of Enid, OK, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 1st day of August, 2024.



The Ohio Casualty Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of August, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 24th day of September, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



EXECUTIVE SESSION





City Manager
100 N. Midwest Blvd.
Midwest City, OK 73110
tlyon@midwestcityok.org
Office: 405-739-1201
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Tim Lyon, City Manager

DATE: October 22, 2024

SUBJECT: Discussion, consideration, and possible action of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3) to discuss the purchase or appraisal of real property; and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.

Appropriate information will be dispersed during executive session.

Tim L. Lyon, City Manager



FURTHER INFORMATION



MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

September 3, 2024 - 5:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the City Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on September 3, 2024 at 5:00 p.m., with the following members present:

Commissioners present: Russell Smith
Jess Huskey
Jim Smith
Dee Collins

Commissioners absent: Dean Hinton
Rick Rice
Rick Dawkins

Staff present: Matthew Summers, Planning and Zoning Director
Emily Richey, Current Planning Manager
Patrick Menefee, City Engineer
Don Maisch, City Attorney
Cameron Veal, Planner I

A. CALL TO ORDER

The meeting was called to order by Chairperson R. Smith at 5:00 p.m.

B. MINUTES

1. A motion was made by Jess Huskey seconded by Dee Collins, to approve the minutes of the August 6, 2024 Planning Commission meeting as presented.
Voting aye: R. Smith, Huskey, J. Smith, and Collins.
Nay: none.
Motion carried.

C. NEW MATTERS

1. (PC-2181) Public hearing, discussion, consideration, and possible action to consider approval of the Final Plat of Glenhaven Commercial for the property described as a tract of land lying in the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma

Emily Richey, Current Planning Manager presented the staff report.

There was general discussion amongst the Commission.

Mark Grubbs – 1800 S. Sarah Rd was present and addressed the Commission on behalf of the applicant. He informed the Commission that all recommended improvements had been completed prior to this meeting.

A motion was made by Jess Huskey, seconded by Jim Smith to recommend approval of this item.
Voting aye R. Smith, Huskey, J. Smith, and Collins.

Nay: None.
Motion Carried.

2. (PC-2182) Public hearing, discussion, consideration, and possible action to consider approval of the Final Plat of Glenhaven for the property described as a tract of land lying in the Southwest Quarter (SW/4) of Section ThirtyFour (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

Emily Richey, Current Planning Manager presented the staff report.

Patrick Menefee, City Engineer shared updates on the staff report with the Commission. He added that since the original staff report was written, the applicant has done extensive work to improve the drainage issues, and plan to install a new inlet. So far, the completed and planned improvements seem to be effective, and there have not been any complaints about flooding. Based on this, he believes that the applicant will continue to monitor the drainage issues and make improvements when necessary.

Chairperson Russell Smith asked if this Final Plat is ready for approval or if it should be tabled until further improvements are made.

Don Maisch, City Attorney shared that the developer and City Manager are scheduling a meeting that will happen prior to this month's City Council meeting.

Matt Summers, Planning and Zoning Director shared that Planning staff is satisfied at this time, and that the developer has followed all subdivision regulations regarding the drainage issues. Staff is also aware that there were pre-existing drainage issues in the area, which should be addressed sometime after the City's Stormwater Master Plan is complete, but on the subject properties, staff is satisfied with the developer and how they have followed stormwater drainage regulations.

There was general discussion amongst the Commission.

Mark Grubbs – 1800 S. Sarah Rd was present and addressed the Commission on behalf of the applicant. He shared that they had been working closely with staff and addressing drainage issues. The applicant has agreed to go back into the detention pond and continue to make improvements as needed. They are also aware of the existing downstream drainage issues and hope that their on-site improvements will help mitigate some of those issues.

A motion was made by Dee Collins seconded by Jess Huskey to recommend approval of this item, subject to staff comments and contingent upon a positive report from City staff at the time this item goes to City Council.

Voting aye R. Smith, Huskey, J. Smith, and Collins.

Nay: None.

Motion Carried.

3. (PC-2184) Public hearing, discussion, consideration, and possible action to consider approval of the Final Plat of Turtlewood 7th Addition for the property described as a tract of land lying in the Southeast Quarter (SE/4) of Section Seven (7), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma.

Emily Richey, Current Planning Manager presented the staff report.

There was general discussion amongst the Commission.

Nicki Randle – 2404 Shell Dr. shared concerns about how existing drainage issues may be worsened by the new development and questioned if the existing detention pond would be able to handle the additional drainage that would come from the new houses in this development.

Patrick Menefee, City Engineer shared that the detention pond is designed to handle the additional stormwater, and that stormwater staff could be used to assess current issues

Don Maisch, City Attorney shared that the City is aware of current drainage issues due to construction in older neighborhood additions development. They have issued two stop-work orders in the past few months and are working to address these issues.

Tim Carpenter - 2404 Marsh Ln shared that multiple properties have been flooded out due to development in the area, and that further development will increase the flooding issues.

Patrick Menefee shared that the developer has made a good faith effort to mitigate these issues by putting up retaining walls and inlets when necessary. The developers will also need to address issues prior to receiving any permits.

Chris Anderson, SMC Consulting Engineers was present and addressed the Commission on behalf of the applicant.

A motion was made by Jess Huskey, seconded by Dee Collins to recommend approval of this item, subject to staff comments and contingent upon a positive report from City staff at the time this item goes to City Council.

Voting aye R. Smith, Huskey, J. Smith, and Collins.

Nay: None.

Motion Carried.

4. (PC-2186) Public hearing, discussion, consideration, and possible action to consider approval of the Preliminary Plat of Carter's Cove for the property described as a tract of land lying in the Northeast Quarter (NE/4) of Section Six (6), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma.

Emily Richey, Current Planning Manager presented the staff report.

There was general discussion amongst the Commission.

Chris Anderson, SMC Consulting Engineers was present and addressed the Commission on behalf of the applicant.

Janice Swartz - 701 S Westminster asked if there would be a retention pond built to address drainage issues.

Chairperson Russell Smith confirmed that would be required to retain stormwater.

Janice Swartz asked if the applicant would remove vines and growth off their side of the fence.

Chairperson Russell Smith encouraged Janice Swartz to get in contact with the applicant and come

to an agreement.

A motion was made by Dee Collins, seconded by Jim Smith to recommend approval of this item.
Voting aye R. Smith, Huskey, J. Smith, and Collins.
Nay: None.
Motion Carried.

5. (PC-2185) Public hearing, discussion, consideration, and possible action to consider approval of a Special Use Permit to allow "Food and Beverage Retail Sales" for the property described as a part of the Northwest Quarter (NW/4) of Section Nine (9), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 1740 S. Sooner Rd. Suites A & E.

Emily Richey, Current Planning Manager presented the staff report.

There was general discussion amongst the Commission.

Joe Hanes – 2320 S Penn, was present and addressed the Commission on behalf of the applicant.

A motion was made by Jess Huskey, seconded by Jim Smith to recommend approval of this item.
Voting aye R. Smith, Huskey, J. Smith, and Collins.
Nay: None.
Motion Carried.

D. COMMISSION DISCUSSION:

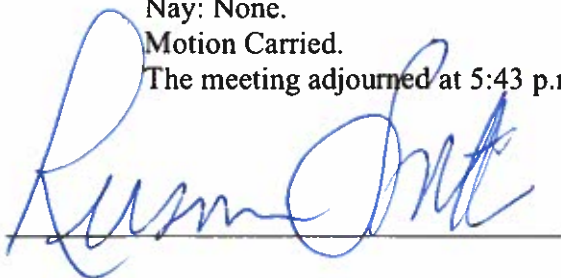
E. PUBLIC DISCUSSION:

F. FURTHER INFORMATION:

G. ADJOURNMENT:

A motion to adjourn was made by Dee Collins, Seconded by Jim Smith.
Voting aye: R. Smith, Huskey, J. Smith, and Collins.
Nay: None.
Motion Carried.

The meeting adjourned at 5:43 p.m.



Chairman Russell Smith

(cv)



Human Resources
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1235

Memorandum

TO: Honorable Mayor and Council
FROM: Troy Bradley, Human Resources Director
DATE: October 22, 2024
RE: Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager.

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of September 2024, which is the third (3) period of FY 2024/2025.

Troy Bradley, Human Resources Director

FISCAL YEAR 2024-2025	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25
PLAN INCOME												
Projected Budgeted (MTD)	963,681	963,681	963,681	963,681	963,681	963,681	963,681	963,681	963,681	963,681	963,681	963,681
Actual (MTD)	1,438,404	897,547	910,732									
Projected Budgeted (YTD)	963,681	1,927,362	2,891,043	3,854,724	4,818,405	5,782,086	6,745,767	7,709,448	8,673,129	9,636,810	10,600,491	11,564,172
Actual (YTD)	1,438,404	2,402,085	3,365,766									
PLAN CLAIMS/ADMIN COSTS	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25
Projected Budgeted (MTD)	1,066,931	853,545	1,066,931	853,545	853,545	1,066,931	853,545	853,545	1,066,931	853,545	853,545	1,066,931
Actual (MTD)	739,422	896,199	1,040,618									
Projected Budgeted (YTD)	1,066,931	1,920,476	2,987,407	3,840,952	4,694,497	5,761,428	6,614,973	7,468,518	8,535,449	9,388,994	10,242,539	11,309,470
Actual (YTD)	739,422	1,635,621	2,676,239									
EXCESS INCOME vs. EXPENDITURES	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25
Projected Budgeted (MTD)	-103,250	110,136	-103,250	110,136	110,136	-103,250	110,136	110,136	-103,250	110,136	110,136	-103,250
Actual (MTD)	698,982	1,348	-129,886	0	0	0	0	0	0	0	0	0
Projected Budgeted (YTD)	-103,250	6,886	-96,364	13,772	123,908	20,658	130,794	240,930	137,680	247,816	357,952	254,702
Actual (YTD)	698,982	766,464	689,527	0	0	0	0	0	0	0	0	0
FISCAL YEAR 2023-2024	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
PLAN INCOME												
Projected Budgeted (MTD)	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962	908,962
Actual (MTD)	842,448	830,192	859,381	837,643	1,121,966	605,683	925,894	819,806	872,511	868,550	872,489	864,639
Projected Budgeted (YTD)	908,962	1,817,924	2,726,886	3,635,848	4,544,810	5,453,772	6,362,734	7,271,696	8,180,658	9,089,620	9,998,582	10,907,544
Actual (YTD)	842,448	1,672,640	2,532,021	3,369,664	4,491,630	5,097,313	6,023,207	6,843,013	7,715,524	8,584,074	9,456,563	10,321,202
PLAN CLAIMS/ADMIN COSTS	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Projected Budgeted (MTD)	1,006,148	804,918	804,918	1,006,148	804,918	804,918	1,006,148	804,918	804,918	1,006,148	804,918	804,918
Actual (MTD)	955,777	772,922	874,065	858,857	1,012,243	778,430	1,122,190	803,629	753,491	849,456	802,326	961,942
Projected Budgeted (YTD)	1,006,148	1,811,066	2,615,984	3,622,132	4,427,050	5,231,968	6,238,116	7,043,034	7,847,952	8,854,100	9,659,018	10,463,936
Actual (YTD)	955,777	1,728,699	2,602,764	3,461,621	4,473,864	5,252,294	6,374,484	7,178,113	7,931,604	8,781,060	9,583,386	10,545,328
EXCESS INCOME vs. EXPENDITURES	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Projected Budgeted (MTD)	-97,186	104,044	104,044	-97,186	104,044	104,044	-97,186	104,044	104,044	-97,186	104,044	104,044
Actual (MTD)	-113,329	57,270	-14,684	-21,214	109,723	-172,747	-196,296	16,177	119,020	19,094	70,163	-97,303
Projected Budgeted (YTD)	-97,186	6,858	110,902	13,716	117,760	221,804	124,618	228,662	332,706	235,520	339,564	443,608
Actual (YTD)	-113,329	-56,059	-70,743	-91,957	17,766	-154,981	-351,277	-335,100	-216,080	-196,986	-126,823	-224,126

Sept 3/FY 2025: \$2,911,558
 Sept 3/FY 2024: \$2,494,499
 Sept 3/FY 2023: \$2,417,147
 Sept 3/FY 2022: \$1,601,974

*** HAD FIVE MONDAYS WITH REPORTED MEDICAL CLAIMS PAID***
 July 2024 includes a 500,000 transfer in from other funds



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : October 22nd, 2024

SUBJECT : Monthly Residential and Commercial Building report for September 2024

Attached is the monthly building report. This report is used by multiple parties to track permits on an ongoing basis.

Internally, we use this permit to forecast workload on our staff.

Nationally, the trend is for new housing permits to be down year over year because of the elevated financing cost and the high cost of building materials. This is echoed regionally and in the metro with numerous other Cities seeing similar trends.

If there are any questions, please let me know.

Sincerely,

Brandon Bundy, P.E.,
Director of Engineering and Construction Services



100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits Summary - Issued 9/1/2024 to 9/30/2024

Building - Commercial & Industrial

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
2	Com Accessory Bldg Permit	\$0.00
2	Com Fence Permit	\$19,600.00
2	Com New Const Bldg Permit	\$1,961,576.54
2	Com Roofing Permit	\$383,000.00
19	Com Sign Permit	\$33,550.00
Total Value of Building - Commercial & Industrial:		2,397,726.54

Building - Residential

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
4	Res Accessory Bldg Permit	\$63,750.00
4	Res Carport Permit	\$12,895.00
1	Res Demolition Permit	\$40,000.00
4	Res Fence Permit	\$40,378.00
16	Res General Electrical Permit	\$0.00
14	Res General Mechanical Permit	\$0.00
29	Res General Plumbing Permit	\$0.00
4	Res New Const Electrical Permit	
4	Res New Const Mechanical Permit	
6	Res New Const Plumbing Permit	
1	Res Patio Cover Permit	\$1,000.00
36	Res Roofing Permit	\$410,766.00
1	Res Single-Fam Addition Bldg Permit	\$35,505.00
5	Res Single-Fam Remodel Building Permit	\$348,382.24
4	Res Solar Permit	\$180,541.14
6	Res Storm Shelter Permit	\$38,200.00
1	zzRes House Moving (In) Permit	
Total Value of Building - Residential:		1,171,417.38

Grand Total: \$3,569,143.92



100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits by Type - Issued 9/1/2024 to 9/30/2024

Building - Commercial & Industrial

Com Accessory Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
9/12/24	7210 NE 36TH ST, MWC, OK, 73141	Troy Gough	B-23-2731	\$0.00
9/18/24	9201 SE 15TH ST, MIDWEST CITY, OK	Chermaine Slocum	B-24-2216	\$0.00
				\$0.00

Com Fence Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
9/11/24	7226 NE 36TH ST	Zeke Hernandez	B-23-3461	\$19,000.00
9/11/24	291 WINDSOR WAY, 73110	William Jackson	B-24-2268	\$600.00
				\$19,600.00

Com New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
9/17/24	5700 NE 10TH ST, OK, 73117	ray williams	B-24-2261	\$500.00
9/25/24	9809 SE 15TH ST, 73130	Craig A. Schneider - Architect	B-24-0077	\$1,961,076.54
				\$1,961,576.54

Com Roofing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
9/4/24	115 S AIR DEPOT BLVD, MIDWEST CITY, OK, 73110	HEINTZELMAN CONSTRUCTION & ROOFING LLC	B-24-2258	\$85,800.00
9/10/24	249 N DOUGLAS BLVD, MIDWEST CITY, OK.	3 D's Roofing & Metal, Inc.	B-24-2321	\$297,200.00
				\$383,000.00

Com Sign Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
9/4/24	6300 E RENO AVE, OK, 73110	THEJUS P THOMAS	B-24-2108	\$750.00
9/19/24	6521 SE 29TH ST, 73110	Moe Shoeleh	B-24-2333	\$6,000.00
9/19/24	6521 SE 29TH ST, 73110	Moe Shoeleh	B-24-2334	\$400.00
9/19/24	6521 SE 29TH ST, 73110	Moe Shoeleh	B-24-2335	\$800.00
9/19/24	6521 SE 29TH ST, 73110	Moe Shoeleh	B-24-2336	\$800.00
9/19/24	6521 SE 29TH ST, 73110	Moe Shoeleh	B-24-2337	\$400.00
9/19/24	6521 SE 29TH ST, 73110	Moe Shoeleh	B-24-2338	\$400.00
9/19/24	6521 SE 29TH ST, 73110	Moe Shoeleh	B-24-2339	\$1,000.00
9/19/24	6521 SE 29TH ST, 73110	Moe Shoeleh	B-24-2340	\$3,500.00
9/19/24	6521 SE 29TH ST, 73110	Moe Shoeleh	B-24-2341	\$3,500.00
9/19/24	6521 SE 29TH ST, 73110	Moe Shoeleh	B-24-2342	\$3,000.00
9/19/24	6521 SE 29TH ST, 73110	Moe Shoeleh	B-24-2343	\$3,000.00
9/19/24	6521 SE 29TH ST, 73110	Moe Shoeleh	B-24-2344	\$3,000.00
9/19/24	6521 SE 29TH ST, 73110	Moe Shoeleh	B-24-2349	\$3,000.00
9/19/24	6521 SE 29TH ST, 73110	Moe Shoeleh	B-24-2351	\$0.00
9/19/24	6521 SE 29TH ST, 73110	Moe Shoeleh	B-24-2352	\$0.00
9/19/24	6521 SE 29TH ST, 73110	Moe Shoeleh	B-24-2353	\$0.00

9/19/24	6521 SE 29TH ST, 73110	Moe Shoeleh	B-24-2354	\$0.00
9/19/24	6521 SE 29TH ST, 73110	Moe Shoeleh	B-24-2318	\$4,000.00
				\$33,550.00

Building - Residential

Res Accessory Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
9/5/24	1716 HIGH MEADOWS DR, MWC, OK, 73020	Mike Rubino	B-24-2172	\$30,000.00
9/5/24	10829 SARA CT, 73130	Kevin Boyer	B-24-2228	\$3,750.00
9/9/24	3400 N RIDGEWOOD DR, 73110	GREEN, GLENN	B-24-2190	\$15,000.00
9/18/24	212 E MARSHALL DR, 73110	Silviano Hernandez	B-24-1490	\$15,000.00
				\$63,750.00

Res Carport Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
9/10/24	932 BROWN DR, MWC, OK, 73110	Titan Building	B-24-2272	\$3,950.00
9/23/24	1208 WESTMORELAND AVE, MWC, OK, 73130	Joe's Property	B-24-2397	\$1,695.00
9/25/24	629 BRIARWOOD DR, 73130	MCDONOUGH DANNY D	B-24-2131	\$2,500.00
9/30/24	116 OAKTREE DR, MWC, OK, 73130	Roger Ring	B-24-2447	\$4,750.00
				\$12,895.00

Res Demolition Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
9/3/24	8600 NE 17TH ST, 73141	Aidee Diaz Gonzalez	B-24-1368	\$40,000.00
				\$40,000.00

Res Fence Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
9/9/24	101 E LOCKHEED DR, MWC, OK, 73110	Steven Fletcher	B-24-2242	\$3,500.00
9/12/24	9853 WILLOW WIND DR, MWC, OK, 73130	Matthew Overton	B-24-2007	\$33,744.00
9/12/24	304 WILSON DR, 73110	Sharon McMilleon	B-24-2295	\$114.00
9/25/24	1124 LOCUST DR, 73110	Jessica Ledger-Moore	B-24-2389	\$3,020.00
				\$40,378.00

Res Patio Cover Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
9/17/24	932 BROWN DR, MWC, OK, 73110	Roger Ring	B-24-2273	\$1,000.00
				\$1,000.00

Res Roofing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
9/3/24	11209 LARKIN LN, 73130	Josh Puckett	B-24-2253	\$17,500.00
9/4/24	1928 OAKWOOD EAST BLVD, MWC, OK, 73130	HEINTZELMAN CONSTRUCTION & ROOFING LLC	B-24-2079	\$10,900.00
9/5/24	6641 SABLE ST, MWC, OK, 73110	Parker Brothers Construction and Roofing, Inc.	B-24-2267	\$12,000.00
9/5/24	901 N MARSHALL DR, MIDWEST CITY, OK, 0	Parker Brothers Roofing	B-24-2266	\$10,287.00
9/5/24	3601 ROSEWOOD DR, MWC, OK, 73110	Parker Brothers Construction and Roofing Inc.	B-24-2265	\$14,469.00
9/5/24	804 COUNTRY LN, MWC, OK, 73130	CANTRELL EXTERIOR FINISHES LLC	B-24-2275	\$13,000.00

9/5/24	12815 FOREST GLEN DR, MWC, OK, 73020	CANTRELL EXTERIOR FINISHES LLC	B-24-2276	\$16,000.00
9/6/24	9201 WONGA DR, MWC, OK, 73130	Superior Exterior Insurance Restoration	B-24-2292	\$21,000.00
9/9/24	202 E RICKENBACKER DR, 73110	Josh Tucker	B-24-2296	\$8,000.00
9/10/24	121 E NORTHRUP DR, MWC, OK, 73110	Rod Vernon	B-24-2252	\$0.00
9/11/24	305 COUNTRY LN, MWC, OK, 73130	CANTRELL EXTERIOR FINISHES LLC	B-24-2346	\$0.00
9/11/24	304 GUY DR, MWC, OK, 73110	Robert Whitlock	B-24-2347	\$0.00
9/12/24	107 REDBIRD CIR, MWC, OK, 73110	Jeff Scott	B-24-2358	\$21,000.00
9/13/24	303 DRAPER DR, MWC, OK, 73110	Carley McCollum	B-24-2385	\$0.00
9/16/24	10656 TURTLE BACK DR, MWC, OK, 73130	Parker Brothers Construction and Roofing Inc.	B-24-2365	\$12,000.00
9/16/24	9312 NE 12TH ST, 73130	Parker Brothers Construction and Roofing Inc.	B-24-2366	\$7,800.00
9/16/24	605 FAIRLANE DR, MWC, OK, 73110	Parker Brothers Construction and Roofing Inc.	B-24-2367	\$15,700.00
9/16/24	604 FAIRLANE DR, MWC, OK, 73110	Parker Brothers Construction and Roofing Inc.	B-24-2368	\$10,900.00
9/16/24	10127 LEXI CT, MWC, OK, 73130	Parker Brothers Construction and Roofing Inc.	B-24-2369	\$21,800.00
9/17/24	1800 N KEY BLVD, 73110	Salazar Roofing & Construction, Inc.	B-24-2394	\$9,900.00
9/18/24	9205 PEPPERDINE, MWC, OK, 73130	ARROWHEAD ROOFING	B-24-2405	\$11,400.00
9/19/24	10485 TURTLE BACK DR, 73130	Patriot Roofing	B-24-2310	\$0.00
9/19/24	513 W SILVER MEADOW DR, 73110	THE RESTORATION CONSULTANTS LLC	B-24-2317	\$0.00
9/19/24	1021 W PEEBLY DR, MWC, OK, 73110	Jenifer Gall	B-24-2330	\$0.00
9/19/24	10833 ASHTON TER, MWC, OK, 73130	NAM T TRAN	B-24-2420	\$0.00
9/19/24	908 GLENMANOR DR, 73110	Doug Urie	B-24-2423	\$14,000.00
9/19/24	2059 RIDGEVIEW RD, MWC, OK, 73130	Parker Brothers Construction and Roofing Inc.	B-24-2424	\$18,100.00
9/19/24	107 E MARSHALL DR, MWC, OK, 73110	Parker Brothers Construction and Roofing Inc.	B-24-2430	\$5,590.00
9/19/24	2401 N KEY BLVD, MIDWEST CITY, OK, 0	Parker Brothers Construction and Roofing Inc.	B-24-2435	\$17,670.00
9/19/24	10001 OAK PARK DR, MWC, OK, 73130	Parker Brothers Construction and Roofing Inc.	B-24-2436	\$0.00
9/24/24	8628 NE 17TH ST, MWC, OK, 73141	NATIONAL CONTRACTORS OF EDMOND	B-24-2480	\$6,250.00
9/24/24	8628 NE 17TH ST, MIDWEST CITY, OK, 0	William Henderson	B-24-2482	\$5,500.00
9/25/24	1401 N POST RD, 73130	Vicki McHughes	B-24-2485	\$27,000.00
9/26/24	9318 ORCHARD BLVD, 73130	Von Kendrick	B-24-2293	\$28,000.00
9/26/24	391 CANTERBURY RD, MWC, OK, 73130	Von Kendrick	B-24-2501	\$43,000.00
9/30/24	403 RUSSELL DR, MWC, OK, 73110	Mitchell Construction and Renovations	B-24-2511	\$12,000.00
				\$410,766.00

Res Single-Fam Addition Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
9/9/24	1112 VICTOR CT, MWC, OK, 73130	Shelena Sutton	B-24-2173	\$35,505.00
				\$35,505.00

Res Single-Fam Remodel Building Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
9/5/24	11045 CANTERBURY LN, MWC, OK, 73130	Cory Honeycutt	B-24-1600	\$38,382.24

9/17/24	3116 N GLENHAVEN DR, 73110	Jason DeShazo	B-24-2169	\$30,000.00
9/18/24	1120 OAK HILL DR, 73110	John Potts	B-24-1174	\$65,000.00
9/25/24	10501 REITER DR, 73130	Dustin Hart	B-24-2448	\$135,000.00
9/30/24	8700 NE 17TH ST, 73141	FAMILY HOME SOLUTIONS	B-24-2419	\$80,000.00

\$348,382.24

Res Solar Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
9/4/24	1101 W PEEBLY DR, 73110	Wilburn White	B-24-1900	\$47,540.14
9/17/24	117 COUNTRY CLUB CIR, 73110	SNIDER, CHRISTOPHER SCOTT	B-24-2143	\$36,797.00
9/25/24	9905 LLOYD DR, MWC, OK, 73130	Anthony Duplantis	B-24-2316	\$36,219.00
9/30/24	8907 NE 12TH ST, OK, 73110	Ricky Gehret	B-24-2058	\$59,985.00

\$180,541.14

Res Storm Shelter Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
9/6/24	10817 BELLVIEW DR, 73130	CYNTHIA HAMMONS	B-24-2230	\$9,875.00
9/12/24	708 MORAINA AVE, 73130	Noel Orcutt	B-24-2251	\$3,900.00
9/16/24	10456 CATTAIL TER, MIDWEST CITY, OK, 73130	Linda Clark	B-24-2285	\$2,450.00
9/25/24	1709 BALLAD DR, 73130	OZ Saferooms	B-24-2433	\$13,575.00
9/26/24	210 HIGHLAND RD, MWC, OK, 73110	Kevin Henderson	B-24-2432	\$4,350.00
9/30/24	600 DAVIDSON RD, 73130	Maribel Castillo	B-24-2417	\$4,050.00

\$38,200.00

zzRes House Moving (In) Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
9/4/24	1799 NATIONAL BLVD	HARRIS HOUSE MOVING	B-24-2081	

Grand Total: **\$3,569,143.92**



100 N Midwest Boulevard - Midwest City, OK 73110

Inspections Summary - Inspected 9/1/2024 to 9/30/2024

<u>Inspection Description</u>	<u>Count</u>
Accessory Bldg Inspection	2
Building/Electrical General Inspection	4
Buildings - CO Inspection & Sign Off	2
Com Building Final Inspection	5
Com Driveway Inspection	1
Com Duct Smoke Detector Retest/Reinspection (Building)	4
Com Duct Smoke Detector Test/Inspection (Building)	3
Com Duct Smoke Detector Test/Inspection (Fire Marshal)	2
Com Electrical Final Inspection	8
Com Electrical Final Reinspection	1
Com Electrical Ground Inspection	3
Com Electrical Rough-in Inspection	4
Com Electrical Service Inspection	4
Com Electrical Wall Inspection	3
Com Fire Alarm Final Inspection	2
Com Fire Alarm Rough Inspection	1
Com Fire Sprinkler Final Inspection	2
Com Footing & Building Setback Inspection	3
Com Framing Inspection	5
Com Gas Meter Inspection	1
Com Grease Trap Final Inspection	2
Com Grease Trap Rough Inspection (Building)	2
Com Grease Trap Rough Inspection (Line Maintenance)	2
Com Grease Trap Rough Reinspection (Line Maintenance)	1
Com Mechanical Ceiling Inspection	4
Com Mechanical Final Inspection	3
Com Mechanical Rough-in Inspection	6
Com Miscellaneous Electrical Inspection	1
Com Oil Separator Final Inspection	1
Com Plumbing Final Inspection	4
Com Plumbing Final Reinspection	2
Com Plumbing Ground Inspection	4
Com Plumbing Rough-in Inspection	4
Com Plumbing Rough-in Reinspection	1
Com Sewer Service Inspection	2
Com Vent Hood Final Reinspection (Building)	1
Com Water Service Line Inspection	3
County Health - CO Inspection & Sign Off	4
Electrical Generator Inspection	7
Engineering Site Inspection (Commercial)	1
Engineering Site Inspection 1-2 (Commercial)	1
Engineering Site Reinspection (Commercial)	1
Fire - CO Inspection & Sign Off	6
Fire - CO Reinspection & Sign Off	4
Fire Marshal General Inspection	1

Hot Water Tank Inspection	13
Hot Water Tank Reinspection	4
Irrigation System Inspection	1
Mechanical Change Out Inspection	7
Mechanical Change Out Reinspection	3
Placard Issued	3
Planning - CO Inspection & Sign Off	7
Plumbing/Mechanical General Inspection	9
Pre-Con Site Inspection/Meeting	1
Res Building Final Inspection	5
Res Building Final Reinspection	6
Res Drainage1 Inspection	3
Res Drainage2 Inspection	3
Res Drainage3 Inspection	1
Res Drainage3 Reinspection	2
Res Drainage4 Inspection	1
Res Drainage4 Reinspection	3
Res Drainage5 Inspection	2
Res Driveway Inspection	7
Res Driveway Reinspection	1
Res Electrical Final Inspection	14
Res Electrical Final Reinspection	8
Res Electrical Rough-in Inspection	10
Res Electrical Rough-in Reinspection	4
Res Electrical Service Inspection	15
Res Electrical Service Reinspection	4
Res Fence Inspection	1
Res Footing & Building Setback Inspection	4
Res Framing Inspection	9
Res Framing Reinspection	10
Res Gas Meter Inspection	3
Res Gas Meter Reinspection	2
Res Gas Piping Inspection	21
Res Insulation Inspection	2
Res Insulation Reinspection	1
Res Mechanical Final Inspection	9
Res Mechanical Final Reinspection	1
Res Mechanical Rough-in Inspection	6
Res Mechanical Rough-in Reinspection	2
Res Plumbing Final Inspection	13
Res Plumbing Final Reinspection	3
Res Plumbing Ground Inspection	6
Res Plumbing Rough-in Inspection	5
Res Plumbing Rough-in Reinspection	2
Res Roofing Inspection	12
Res Sewer Service Inspection	13
Res Solar Final	4
Res Storm Shelter Inspection	1
Res Temporary Electrical Pole Inspection	2
Res Termite Inspection	2
Res Water Service Line Inspection	11
Res Water Service Line Reinspection	1
Residential Meter Tap Inspection	2
Sewer Cap Inspection	4
Sewer Cap/Cave Inspection	4
Sign Inspection	2
Stormwater Site Inspection (Commercial)	1

Stormwater Site Inspection 5 (Commercial)	1
Utilities - CO Inspection & Sign Off	5
Utilities Site Inspection (Commercial)	1
Utilities Site Inspection 3-4 (Commercial)	1
Utilities Site Reinspection 3-4 (Commercial)	1
<hr/>	
Total Number of Inspections:	433



Finance Department
100 N. Midwest Boulevard
Midwest City, OK 73110
tcromar@midwestcityok.org
Office: 405-739-1245
www.midwestcityok.org

TO: Honorable Mayor and City Council
FROM: Tiatia Cromar, Finance Director/ City Treasurer
DATE: October 22, 2024
SUBJECT: Review of the City Manager's Report for the month of September 2024.

The funds in September that experienced a significant change in fund balance from the August report are as follows:

G.O. Debt Services (350) decreased because of the payment for:
Series 2019 Bond <\$265,530>

MWC Hospital Authority (425) activities for September:
Compounded Principal (9010) - unrealized gain on inv. increased FB \$1,473,525
payment to SSM decreased FB <\$3,965,373>
Discretionary (9050) - unrealized gain on investment \$777,988

Tiatia Cromar
Tiatia Cromar
Finance Director/ City Treasurer

City of Midwest City
Financial Summary by Fund
for Period Ending September, 2024

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2024 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	10,710,640	(5,389)	10,602,218	889,886	(786,853)	103,033	10,705,251
10	GENERAL	14,618,236	(154,359)	14,564,397	11,528,072	(11,628,592)	(100,520)	14,463,877
13	STREET AND ALLEY FUND	1,974,583	-	1,905,991	133,805	(65,213)	68,592	1,974,583
14	TECHNOLOGY FUND	738,765	-	702,378	74,977	(38,589)	36,388	738,765
15	STREET LIGHT FEE	874,542	-	926,093	157,557	(209,109)	(51,551)	874,542
16	REIMBURSED PROJECTS	2,005,449	(1,600)	1,830,255	350,378	(176,784)	173,594	2,003,849
20	MWC POLICE DEPARTMENT	15,928,055	(4,337)	15,755,687	5,053,253	(4,885,221)	168,031	15,923,718
21	POLICE CAPITALIZATION	2,325,583	(596)	2,042,168	529,117	(246,299)	282,819	2,324,987
25	JUVENILE FUND	115,505	-	107,039	17,051	(8,586)	8,465	115,505
30	POLICE STATE SEIZURES	119,929	-	122,201	1,184	(3,456)	(2,272)	119,929
31	SPECIAL POLICE PROJECTS	85,053	-	79,275	5,826	(48)	5,778	85,053
35	EMPLOYEE ACTIVITY FUND	9,839	-	11,482	1,081	(2,724)	(1,644)	9,839
36	JAIL	258,009	-	239,506	35,702	(17,200)	18,503	258,009
37	POLICE IMPOUND FEE	147,516	(109)	142,752	12,526	(7,871)	4,655	147,407
40	MWC FIRE DEPARTMENT	10,522,777	(4)	10,248,563	3,874,221	(3,600,010)	274,210	10,522,773
41	FIRE CAPITALIZATION	3,008,965	-	2,805,222	204,458	(715)	203,743	3,008,965
45	MWC WELCOME CENTER	629,938	-	610,847	65,273	(46,182)	19,091	629,938
46	CONV / VISITORS BUREAU	785,020	-	727,189	117,945	(60,113)	57,831	785,020
60	CAPITAL DRAINAGE IMP	453,377	-	458,571	123,007	(128,202)	(5,194)	453,377
61	STORM WATER QUALITY	1,572,525	-	1,664,376	224,988	(316,839)	(91,851)	1,572,525
65	STREET TAX FUND	2,566,608	-	2,497,454	168,821	(99,666)	69,155	2,566,608
70	EMERGENCY OPER FUND	1,713,944	-	1,636,319	268,761	(191,136)	77,625	1,713,944
75	PUBLIC WORKS ADMIN	1,171,549	-	1,178,989	367,077	(374,517)	(7,440)	1,171,549
80	INTERSERVICE FUND	550,795	-	499,625	847,719	(796,548)	51,170	550,795
81	SURPLUS PROPERTY	783,617	(599,755)	173,682	19,378	(9,197)	10,180	183,863
115	ACTIVITY FUND	524,155	(2,741)	533,225	45,112	(56,923)	(11,811)	521,414
123	PARK & RECREATION	2,783,002	(12,879)	2,355,834	485,184	(70,895)	414,289	2,770,123
141	COMM. DEV. BLOCK GRANT	6,029	-	6,029	138,184	(138,184)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	179,894	-	173,118	19,088	(12,312)	6,776	179,894
143	GRANT FUNDS	111,658	(51,658)	67,094	177,130	(184,225)	(7,094)	60,000
157	CAPITAL IMPROVEMENTS	6,629,078	(190,094)	5,911,177	1,291,651	(763,845)	527,807	6,438,984
172	CAP. WATER IMP-WALKER	2,823,802	-	2,826,592	232,386	(235,176)	(2,790)	2,823,802

City of Midwest City
Financial Summary by Fund
for Period Ending September, 2024

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2024 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
178	CONST LOAN PAYMENT REV	5,447,163	(10,247)	5,028,768	461,060	(52,911)	408,149	5,436,916
184	SEWER BACKUP FUND	99,625	-	78,534	21,091	-	21,091	99,625
186	SEWER CONSTRUCTION	3,464,466	-	3,068,800	395,666	-	395,666	3,464,466
187	UTILITY SERVICES	1,224,251	(924)	1,170,665	312,168	(259,506)	52,662	1,223,327
188	CAP. SEWER IMP.-STROTH	2,281,185	-	2,160,141	219,899	(98,855)	121,044	2,281,185
189	UTILITIES CAPITAL OUTLAY	3,179,181	(104,364)	2,988,498	86,319	-	86,319	3,074,817
190	MWC SANITATION DEPARTMENT	7,989,017	-	7,561,319	2,385,342	(1,957,643)	427,699	7,989,017
191	MWC WATER DEPARTMENT	8,819,462	(3,081,730)	5,002,695	2,940,416	(2,205,379)	735,037	5,737,732
192	MWC SEWER DEPARTMENT	5,971,170	(73)	6,036,177	2,344,158	(2,409,237)	(65,080)	5,971,097
193	MWC UTILITIES AUTHORITY	1,353,496	-	1,342,942	10,554	-	10,554	1,353,496
194	DOWNTOWN REDEVELOPMENT	477,106	(1,172)	505,281	4,794	(34,140)	(29,346)	475,934
195	HOTEL/CONFERENCE CENTER	770,958	(1,234,797)	(410,137)	981,973	(1,035,674)	(53,702)	(463,839)
196	HOTEL 4% FF&E	857,763	-	868,516	39,247	(50,000)	(10,753)	857,763
197	JOHN CONRAD REGIONAL GOLF	1,458,092	(9,073)	1,219,818	666,770	(437,570)	229,200	1,449,019
201	URBAN RENEWAL AUTHORITY	165,477	-	163,889	1,607	(20)	1,588	165,477
202	RISK MANAGEMENT	730,136	(37)	1,572,367	410,151	(1,252,418)	(842,267)	730,099
204	WORKERS COMP	3,371,693	-	3,410,296	285,416	(324,019)	(38,603)	3,371,693
220	ANIMALS BEST FRIEND	136,199	(2,000)	129,659	23,262	(18,722)	4,540	134,199
225	HOTEL MOTEL FUND	-	-	-	197,232	(197,232)	-	-
230	CUSTOMER DEPOSITS	1,552,067	(1,552,067)	-	15,137	(15,137)	-	-
235	MUNICIPAL COURT	86,745	(86,745)	-	875	(875)	-	-
240	L & H BENEFITS	2,996,912	(76,922)	2,346,380	3,249,849	(2,676,240)	573,609	2,919,990
250	CAPITAL IMP REV BOND	2,116,943	(28,888,904)	(27,223,481)	3,025,371	(2,573,851)	451,520	(26,771,961)
269	2002 G.O. STREET BOND	46,838	-	47,057	452	(671)	(219)	46,838
270	2018 ELECTION G.O. BOND	4,187,437	-	5,405,521	72,586	(1,290,670)	(1,218,084)	4,187,437
271	2018 G.O. BONDS PROPRIETARY	435,016	(121,172)	309,618	4,226	-	4,226	313,844
272	2022 ISSUE G.O. BOND	912,651	-	1,034,513	9,362	(131,224)	(121,862)	912,651
310	DISASTER RELIEF	8,202,685	(231,590)	7,900,727	125,584	(55,216)	70,368	7,971,095
340	REVENUE BOND SINKING FUND	-	-	-	643,463	(643,463)	-	-
350	G. O. DEBT SERVICES	2,627,075	(14,576)	2,881,644	77,048	(346,192)	(269,144)	2,612,500
352	SOONER ROSE TIF	1,764,001	-	1,509,975	257,525	(3,500)	254,025	1,764,001
353	ECONOMIC DEV AUTHORITY	59,798,691	(50,604,546)	9,405,167	443,787	(654,809)	(211,021)	9,194,145
354	NORTHSIDE TIF	279,441	(267,076)	9,651	2,714	-	2,714	12,365
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	110,796,127	(4,470)	113,031,620	4,351,335	(6,591,298)	(2,239,963)	110,791,656
425-9050	MWC HOSP AUTH-DISCRETIONARY	33,228,443	(1,267)	29,569,417	3,881,266	(223,506)	3,657,760	33,227,177
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	10,591,161	(30,113)	10,652,130	7,549	(98,631)	(91,082)	10,561,048
425-9080	MWC HOSP AUTH GRANTS	746,494	-	180,068	566,426	-	566,426	746,494
	TOTAL	374,893,603	(87,347,385)	282,363,580	55,982,478	(50,799,837)	5,182,641	287,546,220



NEW BUSINESS/
PUBLIC DISCUSSION





MUNICIPAL AUTHORITY

AGENDA





MUNICIPAL AUTHORITY AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

October 22, 2024 – 6:01 PM

Presiding members: Chairman Matthew Dukes	City Staff:
Trustee Susan Eads	General Manager Tim Lyon
Trustee Pat Byrne	Secretary Sara Hancock
Trustee Rita Maxwell	Authority Attorney Don Maisch
Trustee Marc Thompson	
Trustee Sara Bana	
Trustee Rick Favors	

A. CALL TO ORDER.

B. CONSENT AGENDA. These items are placed on the Consent Agenda so the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any Trustee requests to discuss an item(s) or if there is not a unanimous consent, then the item(s) will be removed and heard in regular order.

1. Discussion, consideration, or possible action to approve the September 24, 2024 meeting minutes. (Secretary - S. Hancock)
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2024-2025, increase: Capital Water Improvements Fund, expenditures/Capital Water Improvements (49) \$83,000. Water Fund, expenditures/Water (42) \$189,423. (Finance - T. Cromar)
3. Discussion, consideration, and possible action of accepting and awarding the base bid and alternate bid to and entering into a contract with Cimarron Construction Company for \$60,930.00 and 30 Calendar Days, and authorizing the Chairman to execute a contract for the 24" Water Valve Replacements Project, North Midwest Boulevard. (Engineering & Construction Services - P. Menefee)

C. DISCUSSION ITEMS.

1. Discussion, consideration, and possible action of entering into a contract with BKL, Inc., in the amount of \$160,210.00, to conduct a needs assessment, site evaluation, and concept design for the Public Works Facility located at 8730 SE 15th Street, Midwest City, OK. (Public Works - R. Streets)
2. Discussion, consideration, and possible action of awarding the bid to and approving a contract with Timco Blasting & Coatings, Inc., in the amount of \$298,000.00 to provide all necessary services to repaint the ceiling, rafters, and other appurtenances in the Water Treatment Plant Filter Bay located at 10701 Water Plant Road. (Public Works - R. Streets)

3. Discussion, consideration, and possible action of awarding a bid to and entering into a contract with Silver Star Construction Company, Inc., to provide on-call general and emergency services for the Public Works Department. (Public Works - R. Streets)
- D. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statute Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- E. ADJOURNMENT.



CONSENT AGENDA



Notice for the Midwest City Municipal Authority meeting was filed for the calendar year with the City Clerk of Midwest. Public notice of this agenda was accessible at least 24 hours before the meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Municipal Authority Minutes

September 24, 2024

This meeting was held in the City Hall Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 9:07 PM with the following members present:

Trustee Susan Eads	Trustee Marc Thompson	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rita Maxwell	Trustee Rick Favors	Authority Attorney Don Maisch

CONSENT AGENDA. Eads made a motion to approve the consent agenda, seconded by Favors. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: none. Motion Carried.

1. Discussion, consideration, or possible action to approve the August 27, 2024 meeting minutes.
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2024-2025, decrease: Sewer Construction Fund, expenditures/Sewer Construction (46) \$15,567. (Finance - T. Cromar)

DISCUSSION ITEMS.

1. **Discussion, consideration, and possible action of approving a new lease agreement with New Cingular Wireless (f/k/a AT&T) and the City of Midwest City for the lease of space for the installation of cellular antennas on the clock tower in W.P Bill Atkinson Park, 301 E. Mid-American Blvd, at an initial annual payment of \$35,000.00.**

Eads made a motion to approve the agreement, seconded by Bana. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: none. Motion Carried

2. **Discussion, consideration and possible action on a Resolution authorizing the issuance of not to exceed \$2,252,000.00 Midwest City Municipal Authority Clean Water SRF Promissory Note, Series 2024; approving a Loan Agreement, Promissory Note, Security Agreement, and Sales Tax Agreement; and authorizing such other documents and agreements as may be necessary or required; authorizing the sale of the Note to the Oklahoma Water Resources Board and containing other provisions relating thereto.**

Eads made a motion to approve Resolution MA2024-06, seconded by Favors. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: none. Motion Carried

3. **Discussion, consideration, and possible action of entering into an agreement for Professional Services with Johnson & Associates, LMRK, Meshek, Plummer, SRB, and TAP Architecture to provide professional services as an on-call basis for the budget year 2024-2025 and delegating General Manager ability to approve each task order up to the amount of \$100,000.**

Eads made a motion to approve the agreement, seconded by Favors. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: none. Motion Carried

NEW BUSINESS/PUBLIC DISCUSSION. There was no new business or public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 9:09 PM.

ATTEST:

MATTHEW D DUKES II, Chairman

SARA HANCOCK, Secretary



Finance Department

100 N. Midwest Boulevard
Midwest City, OK 73110

tcromar@midwestcity.org

Office: 405-739-1245

www.midwestcityok.org

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: October 22, 2024

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2024-2025, increase: Capital Water Improvements Fund, expenditures/Capital Water Improvements (49) \$83,000. Water Fund, expenditures/Water (42) \$189,423.

The first supplement is needed to budget remainder of water treatment plant filter bay painting project. The second supplement is needed to budget principal and interest payments on Oklahoma Water Resources Board loan for fiscal year 2024-2025.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

October 22, 2024

Fund CAPITAL WATER IMPROVEMENTS (172)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
49	Capital Water Improvements			83,000	
		<u>0</u>	<u>0</u>	<u>83,000</u>	<u>0</u>
<p>Explanation: To budget remainder of water treatment plant filter bay repainting project. Funding to come from fund balance.</p>					

Fund WATER (191)		BUDGET AMENDMENT FORM Fiscal Year 2024-2025			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
42	Water			189,423	
		<u>0</u>	<u>0</u>	<u>189,423</u>	<u>0</u>
<p>Explanation: To budget principal and interest payments on Oklahoma Water Resources Board loan for fiscal year 2024-2025. Funding to come from fund balance.</p>					



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

To: Honorable Chairman and Trustees

From: Patrick Menefee, P.E., City Engineer

Date: October 22nd, 2024

Subject: Discussion, consideration, and possible action of accepting and awarding the base bid and alternate bid to and entering into a contract with Cimarron Construction Company for \$60,930.00 and 30 Calendar Days, and authorizing the Chairman to execute a contract for the 24" Water Valve Replacements Project, North Midwest Boulevard.

On Tuesday September 10, 2024 the Midwest City Municipal Authority opened the one received bid for the 24" Water Valve Replacements Project. The two valves located along North Midwest Boulevard no longer function correctly and need to be replaced. If a water main break occurred close to the valves, it could not be isolated and repaired without significant disruption to the water distribution system throughout the area.

This item is going before the Municipal Authority because it was bid in accordance with Section 2-118 of the City Ordinances of the City of Midwest City and the Oklahoma Central Purchasing Act, which require actions by Council (it was believed when this item went out to bid, that the agreement would exceed \$100,000.00). This bid comes in below the budget assigned to it and below the Engineer's estimate for the project. Additionally, Cimarron Construction has been a long-time contractor doing both private and public projects within the City. They have a proven track record of professionalism. These matters were factored into the decision to bring this single bid forward for consideration. The project is funded in the budget under the description 24" Valves Repl (Midwest) in the 178 Water Department fund under the Project Number 422401. The Engineer's Estimate and the bid tab for the detailed bid is attached. Upon approval by the Municipal Authority the parties will enter into a contract to be signed by the Chairman in accordance with the terms and conditions as specified herein.



Patrick Menefee, P.E.,
City Engineer
Attachment

9/10/2024.

BID TAB FOR MUNICIPAL AUTHORITY 24 INCH VALVE REPLACEMENTS NORTH MIDWEST BOULEVARD

				<i>ENGINEER'S ESTIMATE</i>		<i>CIMARRON CONST.</i>	
ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT	UNIT BID	AMOUNT	UNIT BID	AMOUNT
1	REMOVE 24 INCH VALVE AND 8 INCH BYPASS ASSEMBLY	1.00	CY	\$ 25,000.00	25,000.00	\$ 4,820.00	4,820.00
2	INSTALL 24 INCH AND 8 INCH BYPASS ASSEMBLY	1.00	CY	\$ 40,000.00	40,000.00	\$ 19,995.00	19,995.00
3	MOBILIZATION	1.00	SY	\$ 10,000.00	10,000.00	\$ 3,205.00	3,205.00
4	TRAFFIC CONTROL	1.00	LF	\$ 5,000.00	5,000.00	\$ 775.00	775.00
TOTAL BASE BID				\$80,000.00		\$28,795.00	

				<i>ENGINEER'S ESTIMATE</i>		<i>CIMARRON CONST.</i>	
ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT	UNIT BID	AMOUNT	UNIT BID	AMOUNT
1	REMOVE 24 INCH VALVE AND 8 INCH BYPASS ASSEMBLY	1.00	CY	\$ 15,000.00	15,000.00	\$ 4,820.00	4,820.00
2	INSTALL 24 INCH AND 8 INCH BYPASS ASSEMBLY	1.00	CY	\$ 25,000.00	25,000.00	\$ 23,335.00	23,335.00
3	MOBILIZATION	1.00	SY	\$ 10,000.00	10,000.00	\$ 3,205.00	3,205.00
4	TRAFFIC CONTROL	1.00	LF	\$ 5,000.00	5,000.00	\$ 775.00	775.00
TOTAL ALTERNATE BID				\$55,000.00		\$32,135.00	

TOTAL OVERALL BID				\$135,000.00		\$60,930.00	
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DISCUSSION ITEMS





Public Works Administration

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Assistant Public Works Director

cevenson@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: October 22, 2024

Subject: Discussion, consideration, and possible action of entering into a contract with BKL, Inc., in the amount of \$160,210.00, to conduct a needs assessment, site evaluation, and concept design for the Public Works Facility located at 8730 SE 15th Street, Midwest City, OK.

The Public Works Department main office and equipment yard are currently located at 8730 SE 15th Street, Midwest City, Oklahoma 73110, with satellite locations at the Water Treatment Plant and Water Resources Recovery and Compost Facility. The facility was constructed in 1970 and includes offices for public works staff; storage for maintenance equipment, vehicles and materials; a transfer station and scale; polycart wash bay; dumpster refurbishment area; a household hazardous waste storage area; and a yard for storing materials. The Fleet Department, which includes Surplus Property operations and storage, is co-located on this site. The existing office space, locker room space, equipment storage and parking, and central purchasing facilities are inadequate and do not meet the current operational needs of the Public Works Department.

On May 15, 2024, a Request for Proposals was published on the City's website. Nine (9) proposals were received, and from those, four (4) firms were selected for interviews. The selection committee scored each interview, and BKL, Inc., was the highest scoring firm due to their experience with other similar municipal projects.

Funding for this project in the amount of \$160,201.00 is available in Account No. 075-3010-480.40-14, Project No. 302203.

Action is at the discretion of the Council.

Respectfully,

R. Paul Streets
Public Works Director

Attachment

PROFESSIONAL SERVICES AGREEMENT
between
BKL, INC.
And
MIDWEST CITY MUNICIPAL AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The Midwest City Municipal Authority, a public trust created pursuant to Oklahoma State Law for the benefit of Midwest City (hereinafter referred to as “**Authority**”), and BKL, Inc., (hereinafter referred to as “**Service Provider**”) (**Authority**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, Authority is in need of the following professional services to conduct a needs assessment, site evaluation, and concept design for the Public Works Facility located at 8730 SE 15th Street, Midwest City, Oklahoma; and

WHEREAS, Service Provider is in the business of providing professional services that is needed by the **Authority**; and

WHEREAS, the Authority and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Authority** the requested professional services; and

WHEREAS, Authority hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, Service Provider agrees to provide the **Authority** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Authority** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Authority**, and **Service Provider** hereby agree as follows:

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this Agreement, the Authority retains the Service Provider as an independent contractor, to provide **Authority** all services, in accordance with the standards exercised by experts in the field, necessary to provide the Authority services, products, solutions, and deliverables (collectively referred to as “**Deliverables**”) that meet all the purposes

PROFESSIONAL SERVICES AGREEMENT
between
BKL, INC.
And
MIDWEST CITY MUNICIPAL AUTHORITY

and functionality requested or described in this Agreement. The Authority shall meet with Service Provider to identify service needs on a project-by-project basis. Service Provider will provide a written proposal for the identified services in accord with the terms and conditions of this Agreement. The Authority may issue a purchase order for the identified services accompanied by Service Provider's written proposal. Upon issuance of the purchase order, the Service Provider shall be responsible for timely providing the services authorized by the purchase order ("Project"). Upon completion of the Project (services in a purchase order), the Service Provider will issue an invoice to the Authority and, upon approval of the invoice, the Authority will pay the invoice. Upon completion of each Project and provision to the Authority of all Deliverables for that Project and payment of the invoice for that Project to the Service Provider, the Authority shall own all rights and license for the Deliverables and other work products related to that Project.

a) This Agreement governs the Scope of Services including, but not limited to, all Deliverables to be provided by Service Provider to the Authority. The Attachments are incorporated into this Agreement by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this Agreement.

b) The text of this Agreement together with the Attachments constitutes the entire Agreement and the only understanding and agreement between the Authority and the Service Provider with respect to the services, products, solutions and deliverables to be provided by the Service Provider hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this Agreement.

c) If there is a conflict in language, terms, conditions, or provisions, in this Agreement

PROFESSIONAL SERVICES AGREEMENT
between
BKL, INC.
And
MIDWEST CITY MUNICIPAL AUTHORITY

between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Scope of Services”)
- Attachment “B” (“Schedule of Fees / Rate Card”),
- Attachment “C” (“**Service Provider’s Team**”),
- Attachment “D” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “Service Provider’s Project Team”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in **Attachment “A” (“Scope of Services”)** or the Project.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Authority’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Authority, is adequately trained, instructed, and managed so that **Service Provider** timely provides each Project task and satisfies the **Service Provider’s** obligations under this Agreement. The **Service Provider** may not change the **Service Provider’s Team**, for the services to be provided as set forth on Attachment “C” (“**Service Provider’s Team**”) without the prior written consent of the **Authority**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto,

PROFESSIONAL SERVICES AGREEMENT
between
BKL, INC.
And
MIDWEST CITY MUNICIPAL AUTHORITY

pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Authority**.

3. CONSIDERATION

A. The **Authority** shall pay the **Service Provider** the compensation after completion of Projects or Deliverables as specified in **Attachment “B” (“Schedule of Fees / Rate Card”)**.

B. The **Authority** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider’s Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Authority** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **Authority** shall not withhold any social security tax, workmen’s compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider’s Team**, assigned to work on the Project

PROFESSIONAL SERVICES AGREEMENT
between
BKL, INC.
And
MIDWEST CITY MUNICIPAL AUTHORITY

for the **Authority** are not employees of the **Authority**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Authority**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **Authority** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **Authority** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **Authority** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Authority**.

1. Upon receipt of a notice of termination for *convenience* from the **Authority**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Authority** all licenses, work, products, deliverables, solutions, communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Authority**, the **Authority** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the "not to exceed" amounts set out in this **Agreement**.

PROFESSIONAL SERVICES AGREEMENT
between
BKL, INC.
And
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3. Upon notice of termination for *cause* from the **Authority**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Authority** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Authority** by reason of **Service Provider's** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Authority** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Authority** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

C. Upon notice to **Service Provider**, the **Authority** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Authority** issues a stop work order to **Service Provider**, the **Authority** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Authority**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Authority** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Authority**, without cause and without cost to the **Authority**; provided however, the **Service**

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Provider shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. Obligation upon Termination for Convenience.

1. In the event this **Agreement** is terminated for convenience hereunder, the **Authority** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Authority** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Authority**.

2. Upon termination for *convenience* of the Project and the providing to the **Authority** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Authority** shall own all rights and license for the Deliverables and other work products related to that Project.

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed in a manner consistent with the generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Authority's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Authority**. If the **Services Provider** cannot perform the work, services,

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and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Authority** shall be entitled to recover, should the **Authority** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Authority**. Should the **Service Provider** fail to reimburse the **Authority** within thirty (30) calendar days of demand, the **Authority** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$4,000,000 general aggregate* protecting the **Authority** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Authority** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Authority** within five (5) days of the execution of this **Agreement**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Authority**

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as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Authority** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Authority** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **Authority** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused

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by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **Authority** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Authority**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Authority** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Authority**, the **Authority** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Authority's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Authority**, shall disclose to any person, other than to the **Authority**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

10. NOTICES

A. Notices and other communications to the **Authority** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

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Midwest City Municipal Authority, Secretary for the Authority
100 N. Midwest Boulevard
Midwest City, OK 73110

AND Midwest City Municipal Authority,
c/o City of Midwest City Public Works Authority
Attention: Director of Public Works
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Jenni Hammock, Principal
BKL, Inc.
1623 E 6th Street
Tulsa, OK 74120

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Authority**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

12. ASSIGNMENT AND SUBLEASE

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Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Authority**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Authority**. The **Authority** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Authority**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Authority** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Authority** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for

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special consideration to any officials, trustees, or employees of the **Authority**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Authority** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Authority**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that

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this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

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22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Authority** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Authority** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Authority** hereby delegates to the Authority Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **Authority** as the last party hereto.

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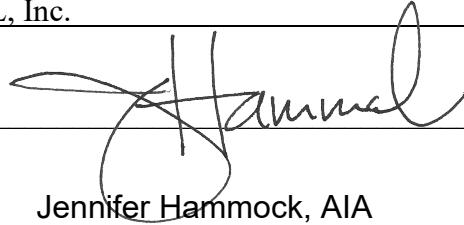
PROFESSIONAL SERVICES AGREEMENT
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IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this **Agreement** on the dates set forth below.

Service Provider:

_____ BKL, Inc. _____

By: _____



Name: _____

Jennifer Hammock, AIA

Title: _____

President

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PROFESSIONAL SERVICES AGREEMENT
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APPROVED by the Trustees and **SIGNED** by the Chairman for the Midwest City Municipal Authority this _____ day of _____, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY



Attachment “A” Scope of Services

Project Understanding

BKL Architects and Engineers understands that the City of Midwest City has retained their professional services to assess the present and future space needs for the following divisions of the Public Works Department and other city departments sharing the current site at 8730 SE 15th Street, Midwest City, Oklahoma. BKL will assess the existing site conditions as well as other potential properties selected by the city. Departments/divisions included in this study are:

- Public Works Department
 - Streets, Drainage, Parks, and Facilities
 - Water Treatment and Distribution
 - Wastewater Treatment and Collections
 - Solid Waste Management
 - Stormwater Quality and Administration
- Fleet Services
- Neighborhood Services

Scope of Services

1. Phase 1 – Facility Needs

- 1.1. Programming meetings with key personnel from each department/division.
 - 1.1.1. Meeting minutes will be issued for each department/division and included in the final report.
- 1.2. Review available, existing building data including plans, organizational charts, and departmental functions.
- 1.3. Develop space programming for each department/division.
 - 1.3.1. Preliminary space programming will be sent to each department/division lead for review.
 - 1.3.2. Final programming will be included in the final report.
 - 1.3.3. Additional departmental meetings will occur if necessary to confirm all space needs.
- 1.4. Assess current Public Works facilities for condition and code compliance.
 - 1.4.1. Current building floor plans will be created by BKL. City of Midwest City will provide any building data or plans for existing buildings as available.
 - 1.4.2. Field measurements will confirm dimensions of any missing or revised spaces at each building.
 - 1.4.3. Perform general overall assessment of existing building conditions identifying issues of concern.
- 1.5. Calculate parking needs for staff and visitors
 - 1.5.1. Develop parking space needs from programming discussions.
 - 1.5.2. The City of Midwest City will provide fleet inventory and data if available.
- 1.6. Assess current Public Works facilities to determine reallocation of space to determine best use on existing site.

- 1.6.1. Provide preliminary recommendations of space allocation for review.
 - 1.6.2. Final summary and recommendations for new department/division locations will be included in the final report.
 - 1.7. Submit Preliminary report to include:
 - 1.7.1. Summary of Objectives and Issues
 - 1.7.2. Space and Parking Programming
 - 1.7.3. Existing Buildings and Site Master Plan
 - 1.7.4. Proposed Site Master Plan
2. Phase 2 – Site Evaluation
- 2.1. Evaluate current property and other nearby parcels for potential expansion.
 - 2.1.1. Meeting with staff to review property options.
 - 2.1.2. Analyze sites for the best location of access, utilities, drainage or retention, neighborhood integration, visibility, and security.
 - 2.1.3. Assess economic, environmental, and urban impact.
 - 2.2. Develop master plan options for existing site.
 - 2.2.1. Provide preliminary site plan options for discussion.
 - 2.2.2. Prepare pros and cons for each property option.
 - 2.2.3. Prepare conceptual cost estimates for each site.
 - 2.2.4. Quantify site rankings in a Site Selection Matrix.
 - 2.3. Meeting with City Management team for final review and discussion of programming and site evaluation. Present findings and proceed with direction.
3. Phase 3 – Concept Design and Final Report
- 3.1. Develop master plan design on the existing site and up to a maximum of three (3) selected alternative locations, if applicable.
 - 3.1.1. Further analyze sites conditions to include roadway capacity and traffic impact, topography, soils conditions, history of hazardous uses and review of title for easements or land use restrictions.
 - 3.1.2. Refine reports and graphic materials for presentation
 - 3.2. Submit Final report to include:
 - 3.2.1. Summary of Objectives and Issues
 - 3.2.2. Space and Parking Programming
 - 3.2.3. Existing Buildings and Site Plan
 - 3.2.4. Proposed Site Master Plan Options
 - 3.2.5. Prioritization/Phasing of improvements
 - 3.2.6. Cost Estimates
 - 3.2.7. Recommendations
 - 3.2.8. Meeting minutes
-



BKL Architects | Engineers
1623 East 6th Street
Tulsa, Oklahoma 74120
918-835-9588
bklinc.com

Attachment "B" Schedule of Fees

The scope of work for all tasks below will be completed for a LUMP SUM fee of \$160,210.00 inclusive of expenses. Additional services will be provided upon request from the Owner and authorized in writing before commencing work.

1.1 – 1.3	Programming Meetings and Development	\$22,920.00
1.4	Assess Current Public Works Facility	\$8,920.00
1.5	Parking Assessment and Programming	\$3,640.00
1.6	Space Allocation Recommendations	\$19,400.00
1.7	Submit Preliminary Report with Review	\$20,690.00
<hr/>		
2.1	Site Analysis	\$7,320.00
2.2	Develop Preliminary Master Plan	\$22,160.00
2.3	Final Review	\$20,905.00
<hr/>		
3.1	Develop Master Plan Options	\$27,750.00
3.2	Submit Final Report	\$6,505.00
Total Lump Sum		\$160,210.00



BKL Architects | Engineers
1623 East 6th Street
Tulsa, Oklahoma 74120
918-835-9588
bklinc.com

Attachment "C" Service Provider's Team

Jenni Hammock, AIA
Ryan Mahaffey, PE
Ryan Nowlin
Stephanie Johnson, RA
Connie Weber, NCIDQ
Paige Patrzykont
Jamie Wilson
Alex Sisk
Jayde Dzierba, PE

Consultants:
Greenlight 360



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

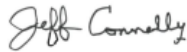
PRODUCER Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: ACEC Certificate Specialist	
	PHONE (A/C. No. Ext): 770-552-4225	FAX (A/C. No.):
E-MAIL ADDRESS: greylingcerts@greyling.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Twin City Fire Insurance Company		29459
INSURER B : Trumbull Insurance Company		27120
INSURER C : Travelers Property Casualty Co of Amer		25674
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 1690957493 **REVISION NUMBER:** 23-24

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			20SBWBA0944	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			20SBWBA0944	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			20SBWBA0944	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	20WEGAE0AJF	11/1/2023	11/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability			107164747	10/25/2023	10/25/2024	Per Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Midwest City Public Works Facility Needs Assessment, Site Evaluation, and Concept Design.
 Midwest City Municipal Authority is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER Midwest City Municipal Authority Attn: Director of Public Works 100 N. Midwest Boulevard Midwest City, OK 73110	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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Public Works Administration

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

Public Works Director
pstreets@midwestcityok.org
(405) 739-1061

Assistant Public Works Director
cevenson@midwestcityok.org
(405) 739-1062

www.midwestcityok.org

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: October 22, 2024

Subject: Discussion, consideration, and possible action of awarding the bid to and approving a contract with Timco Blasting & Coatings, Inc., in the amount of \$298,000.00 to provide all necessary services to repaint the ceiling, rafters, and other appurtenances in the Water Treatment Plant Filter Bay located at 10701 Water Plant Road.

Over the past several years, the paint on the ceiling, rafters, and other surfaces in the filter bay at the Water Treatment Plant has deteriorated and is in need of removal and recoating.

The attached contract is for services associated with repainting the ceiling, rafters, and other appurtenances in the Water Treatment Plant Filter Bay. The bid opening occurred on September 24, 2024, for the above referenced project. One bid was received from Timco Blasting & Coatings, Inc. The total amount of the bid is \$298,000.00, which includes all costs associated with performing the work outlined in the contract documents. Staff recommends award of the bid to Timco Blasting & Coatings, Inc., which submitted the lowest and best bid that met specifications, in the amount of \$298,000.00.

The contract and bid tabulations are attached. Funds for this project are being appropriated in a separate agenda item to supplement those available in Account # 172-4910-461.40-05, Project No. 491601.

Respectfully,

R. Paul Streets
Public Works Director

Attachment

PROFESSIONAL SERVICES AGREEMENT
between
TIMCO BLASTING & COATINGS, INC.
And
THE MIDWEST CITY MUNICIPAL AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The Midwest City Municipal Authority, a public trust created pursuant to Oklahoma State Law for the benefit of Midwest City (hereinafter referred to as “**Authority**”), and TIMCO BLASTING & COATINGS, INC., (hereinafter referred to as “**Service Provider**”) (**Authority**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, **Authority** is in need of the following professional services to provide all necessary services to repaint the ceiling, rafters, and other appurtenances in the Water Treatment Plant Filter Bay; and

WHEREAS, **Service Provider** is in the business of providing professional services that is needed by the **Authority**; and

WHEREAS, the **Authority** and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Authority** the requested professional services; and

WHEREAS, **Authority** hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, **Service Provider** agrees to provide the **Authority** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Authority** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **Authority**, and **Service Provider** hereby agree as follows:

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this Agreement, the Authority retains the Service Provider as an independent contractor, to provide **Authority** all services, in accordance with the standards exercised by experts in the field, necessary to provide the Authority services, products, solutions, and deliverables (collectively referred to as “**Deliverables**”) that meet all the purposes

PROFESSIONAL SERVICES AGREEMENT
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And
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and functionality requested or described in this Agreement. The Authority shall meet with Service Provider to identify service needs on a project-by-project basis. Service Provider will provide a written proposal for the identified services in accord with the terms and conditions of this Agreement. The Authority may issue a purchase order for the identified services accompanied by Service Provider's written proposal. Upon issuance of the purchase order, the Service Provider shall be responsible for timely providing the services authorized by the purchase order ("Project"). Upon completion of the Project (services in a purchase order), the Service Provider will issue an invoice to the Authority and, upon approval of the invoice, the Authority will pay the invoice. Upon completion of each Project and provision to the Authority of all Deliverables for that Project and payment of the invoice for that Project to the Service Provider, the Authority shall own all rights and license for the Deliverables and other work products related to that Project.

a) This Agreement governs the Scope of Services including, but not limited to, all Deliverables to be provided by Service Provider to the Authority. The Attachments are incorporated into this Agreement by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this Agreement.

b) The text of this Agreement together with the Attachments constitutes the entire Agreement and the only understanding and agreement between the Authority and the Service Provider with respect to the services, products, solutions and deliverables to be provided by the Service Provider hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this Agreement.

c) If there is a conflict in language, terms, conditions, or provisions, in this Agreement between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and

PROFESSIONAL SERVICES AGREEMENT
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THE MIDWEST CITY MUNICIPAL AUTHORITY

precedence:

- Attachment “A” (“Scope of Services”)
- Attachment “B” (“Schedule of Fees / Rate Card”),
- Attachment “C” (“**Service Provider’s Team**”),
- Attachment “D” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “Service Provider’s Project Team”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in **Attachment “A” (“Scope of Services”)** or the Project.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Authority’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Authority, is adequately trained, instructed, and managed so that **Service Provider** timely provides each Project task and satisfies the **Service Provider’s** obligations under this Agreement. The **Service Provider** may not change the **Service Provider’s Team**, for the services to be provided as set forth on Attachment “C” (“**Service Provider’s Team**”) without the prior written consent of the **Authority**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Authority**.

PROFESSIONAL SERVICES AGREEMENT
between
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And
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3. CONSIDERATION

A. The **Authority** shall pay the **Service Provider** the compensation after completion of Projects or Deliverables as specified in Attachment “B” (“Schedule of Fees / Rate Card”).

B. The **Authority** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider’s Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Authority** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **Authority** shall not withhold any social security tax, workmen’s compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider’s Team**, assigned to work on the Project for the **Authority** are not employees of the **Authority**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Authority**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider’s Project Team**, assigned to work on the Project for the **Authority** are not eligible to

PROFESSIONAL SERVICES AGREEMENT
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THE MIDWEST CITY MUNICIPAL AUTHORITY

participate in any health, welfare or retirement benefit programs provided by the **Authority** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **Authority** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Authority**.

1. Upon receipt of a notice of termination for *convenience* from the **Authority**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Authority** all licenses, work, products, deliverables, solutions, communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Authority**, the **Authority** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **Authority**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **Authority** may hold any outstanding

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payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Authority** by reason of **Service Provider's** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Authority** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Authority** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

C. Upon notice to **Service Provider**, the **Authority** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **Authority** issues a stop work order to **Service Provider**, the **Authority** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Authority**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Authority** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Authority**, without cause and without cost to the **Authority**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for Convenience.**

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between
TIMCO BLASTING & COATINGS, INC.
And
THE MIDWEST CITY MUNICIPAL AUTHORITY

1. In the event this **Agreement** is terminated for convenience hereunder, the **Authority** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **Authority** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Authority**.

2. Upon termination for *convenience* of the Project and the providing to the **Authority** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Authority** shall own all rights and license for the Deliverables and other work products related to that Project.

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Authority's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Authority**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **Authority** shall be entitled to recover, should the **Authority** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments,

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TIMCO BLASTING & COATINGS, INC.
And
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including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Authority**. Should the **Service Provider** fail to reimburse the **Authority** within thirty (30) calendar days of demand, the **Authority** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate* protecting the **Authority** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Authority** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Authority** within five (5) days of the execution of this **Agreement**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Authority** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This

PROFESSIONAL SERVICES AGREEMENT
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TIMCO BLASTING & COATINGS, INC.
And
THE MIDWEST CITY MUNICIPAL AUTHORITY

paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Authority** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Authority** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **Authority** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **Authority** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently

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or otherwise, affects or might affect the **Authority**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Authority** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **Authority**, the **Authority** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Authority's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Authority**, shall disclose to any person, other than to the **Authority**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

10. NOTICES

A. Notices and other communications to the **Authority** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Midwest City Municipal Authority, Secretary for the Authority
100 N. Midwest Boulevard
Midwest City, OK 73110

PROFESSIONAL SERVICES AGREEMENT
between
TIMCO BLASTING & COATINGS, INC.
And
THE MIDWEST CITY MUNICIPAL AUTHORITY

AND
Midwest City Municipal Authority,
c/o City of Midwest City Public Works Authority
Attention: Director of Public Works
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Tim Farley, President

Timco Blasting & Coatings, Inc.

200 N. Main St

Bristow, OK 74010

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Authority**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Authority**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Authority**. The **Authority**

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THE MIDWEST CITY MUNICIPAL AUTHORITY

may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Authority**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Authority** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Authority** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **Authority**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to

PROFESSIONAL SERVICES AGREEMENT
between
TIMCO BLASTING & COATINGS, INC.
And
THE MIDWEST CITY MUNICIPAL AUTHORITY

enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Authority** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Authority**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. DISPUTE RESOLUTION

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term

PROFESSIONAL SERVICES AGREEMENT
between
TIMCO BLASTING & COATINGS, INC.
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of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

22. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

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And
THE MIDWEST CITY MUNICIPAL AUTHORITY

23. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **Authority** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Authority** through a purchase order.

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Authority** hereby delegates to the Authority Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

The Effective Date of this **Agreement** is the date approved by the **Authority** as the last party hereto.

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PROFESSIONAL SERVICES AGREEMENT
between
TIMCO BLASTING & COATINGS, INC.
And
THE MIDWEST CITY MUNICIPAL AUTHORITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this **Agreement** on the dates set forth below.

Service Provider: _____ TIMCO BLASTING & COATINGS, INC.

By: _____

Name: _____

Title: _____

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PROFESSIONAL SERVICES AGREEMENT
between
TIMCO BLASTING & COATINGS, INC.
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THE MIDWEST CITY MUNICIPAL AUTHORITY

APPROVED by the Trustees and **SIGNED** by the Chairman for the Midwest City Municipal Authority this _____ day of _____, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIRMAN

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

Attachments A-D

Addendum #3

BID

Proposal of Timco Blasting & Coatings, Inc (hereinafter called "BIDDER"), organized and existing under the laws of the State of Oklahoma doing business as Timco Blasting & Coatings, Inc *

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

To the **Midwest City Municipal Authority** (hereinafter called "**Authority**");

In compliance with your Advertisement for Bidders, BIDDER hereby proposes to perform all work associated with the following:

Water Treatment Plant Filter Bay Painting
10701 Water Plant Road, Midwest City, OK 73141

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the price(s) stated below.

By submission of this BID, each BIDDER certifies, and in the case of joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under the contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT in NINETY (90) consecutive calendar days thereafter.

BIDDER acknowledges receipt of the following ADDENDUM:

1. Addendum No. 1, dated 09/05/2024.
2. Addendum No. 2, dated 09/20/2024.
3. Addendum No. 3, dated 09/23/2024.
4. Addendum No. 4, dated N/A.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the lump sum price as indicated below. The AUTHORITY shall have the option to deduct any or all of the bid items at the unit cost or lump provided by the BIDDER.

TOTAL BID

\$ 298,000.00

Two hundred ninety-eight thousand dollars and no/100

(Total dollars written)

Respectfully submitted:



Signature

President

Title

N/A

License Number (if applicable)

200 N Main St., Bristow, OK 74010

Address


09/24/2024

Date

(SEAL - If Bid is by a Corporation)



ATTEST:



BID-2

BID BOND

KNOW ALL PEOPLE BY THESE PRESENTS, that we, the undersigned,
Timco Blasting & Coatings Inc, as Principal, and
National American Insurance Company, as Surety, are hereby held and firmly
bound unto the Midwest City Municipal Authority in the penal sum of
Five Percent of the bond amount * 5% for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, our successors
and assigns.

Signed this 24th day of September, 2024.

The condition of the above obligation is such that whereas the Principal has submitted to the
Midwest City Municipal Authority a certain Bid, attached hereto and hereby made a part hereof to
enter into a contract in writing, for the:

Water Treatment Plant Filter Bay Painting

NOW, THEREFORE,

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

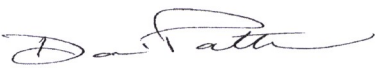
The Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and its
bond shall be in no way impaired or affected by any extension of the time within which the
Authority may accept such bid; and the Surety does hereby waive notice of any extension.

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



Principal (L.S.)

National American Insurance Company
Surety

By: 

Darsi Patterson



NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY

Number: CBB0068943

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

Kenneth Laird, Justin Doolin, Debra Hightower, Darsi Patterson, Mary Jo Miller

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$6,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 21st day of March, A.D. 2022, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Cynthia Esp

Notary Public
My Commission Expires August 27, 2025
Commission #13007877

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 24th day of September, 2024



R. Patrick Gilmore

R. Patrick Gilmore, Secretary

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered. All responses must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate sheets. The Bidder may submit any additional information.

1. Name of Bidder: Timco Blasting & Coatings, Inc
2. Permanent main office address: 200 N Main St., Bristow, OK 74010
3. When organized: 1990
4. If a corporation, where incorporated: 1990
5. How many years have you been engaged in the contracting business under your present firm or trade name: 34 years
6. Contracts on hand (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion): Valmont--ongoing (\$500,000.00 annually); Oneok--ongoing (\$300,000.00 annually);
OneGas--ongoing (\$200,000.00 annually);
7. General character of work performed by your company: Industrial blasting/coating works
8. Have you ever failed to complete any work awarded to you? No
9. Have you ever defaulted on a contract? No
10. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
GRDA--\$5,400,000.00; August 30, 2024
OG&E--\$288,000.00; September 20, 2024
Hulah Lead Abatement (USACE)--\$139,000.00; February 2, 2024
11. List your major equipment available for this contract: Air compressors, dust control units, blasting & coating equipment
12. Experience in construction work similar in scope to this project: Over 25 years in industrial water treatment plant & waste water treatment plant facility work.
13. Background and experience of the principal members of your organization, including officers:
Kevin Dowty--25 plus years in Industrial Coatings, Level 2 Inspector
Daythan Still--15 years in coatings, C7/C12 blasting/coating certification
Kevin Nichols--20 years coatings, C7/C12 certification
14. Credit available: \$ 5,000,000.00

- 15. Give bank reference: Simmons Banks--Stephen Elias
- 16. Will you, upon request by the Authority, provide a detailed financial statement and furnish other information that may be requested within ten (10) working days from the date of the request ?
- 17. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Authority in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this 20th day of September, 2024.

Timeco Blasting & Coatings Inc
(Name of Bidder)

By: [Signature]
Title: President

STATE OF Oklahoma
COUNTY OF Creek)^{ss}

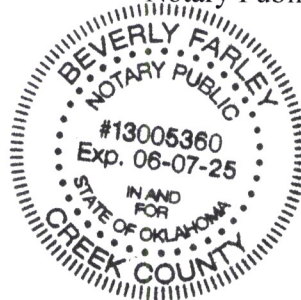
Tim Farley, being duly sworn, states that
he/she is the President of Timeco Blasting & Coatings Inc
(Title) (Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 20th day of September, 2024.

Beverly Farley
Notary Public

My commission expires: 06-07-2025



BUSINESS RELATIONSHIPS AFFIDAVIT
THIS AFFIDAVIT MUST ACCOMPANY THE BID

STATE OF Oklahoma)
)SS
COUNTY OF Creek)

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

No business relationship mentioned exist

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

No business relationship mentioned exist

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

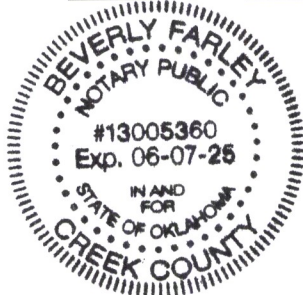
No business relationship mentioned exist

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

Subscribed and sworn to before me this 20th day of September, 2024.

My Commission Expires:

06-07-2025



Beverly Farley
Notary Public

BID AFFIDAVIT

THIS AFFIDAVIT MUST ACCOMPANY THE BID

STATE OF Oklahoma)
)SS
COUNTY OF Creek)

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



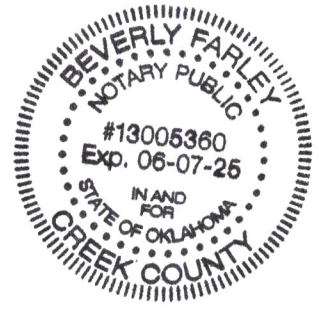
Signature

Subscribed and sworn to before me this 20th day of September, 2024.

Beverly Farley

Notary Public

My Commission Expires:
06-07-2025



NONCOLLUSION AFFIDAVIT
THIS AFFIDAVIT MUST ACCOMPANY THE BID

The Midwest City Municipal Authority
Midwest City, Oklahoma

I, Tim Farley

Owner, Partner, Officer of Firm

Timco Blasting & Coatings, Inc

Company Name, City and State

being first duly sworn upon oath, state: I, the Company, its officers or employees, have not been party to any agreement or collusion among bidders, prospective bidders, architects or any other persons, or any other companies, in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise on this project for:

Water Treatment Plant Filter Bay Painting

for the Midwest City Municipal Authority.


Bids will be opened on Tuesday, September 24th, 2024, at 2:00 pm.

Timco Blasting & Coatings, Inc
Firm Name



Signature and Title

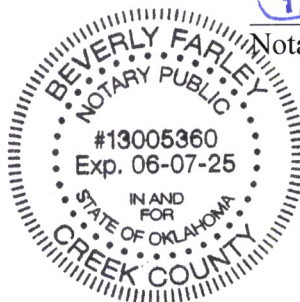
Subscribed and sworn to before me this 20th day of September, 2024



Notary Public

My Commission Expires:

06-07-2025



Addendum #1

September 5, 2024

Owner: Midwest City Municipal Authority

Project Name: Water Treatment Plant Filter Bay Painting

This Addendum clarifies, corrects, or modifies the original Request for Bids issued September 3, 2024.

A. Clarifications and Questions:

1. QUESTION: There appears to be a discrepancy between the information on the pre-bid meeting date listed in the Notice to Bid and that listed in the General Information to Bidders and the information listed under Bid Specifics in General Information to Bidders does not seem to match the rest of the bid package.
2. ANSWER: Mandatory Pre-bid conference site visit is at 10:00 on **September 12, 2024**, at the Water Treatment Plant, 10701 Water Plant Road, Midwest City, OK 73110.

Addendum #2

September 20, 2024

Owner: Midwest City Municipal Authority

Project Name: Water Treatment Plant Filter Bay Painting

This Addendum clarifies, corrects, or modifies the original Request for Bids issued September 3, 2024.

A. Clarifications and Questions:

1. QUESTION: Would you consider Quadex Structure Guard Water an approved special coating per Section 09 90 00 Part 2.1?

ANSWER: Yes, Quadex Structure Guard Water is considered an approved special coating per Section 09 90 00 Part 2.1; however, priming should be included if required by the coatings manufacturer.

2. QUESTION: What are the dimensions of the Filter Bay room?

ANSWER: The Filter Bay room is 135 ft long by 63 ft wide.

3. QUESTION: What are the dimensions of each filter?

ANSWER: Each filter is 18 ft long by 15 ft wide.

4. QUESTION: Do you have any color preferences?

ANSWER: The ceiling, rafters, and other appurtenances, except the water lines, should match the wall color. Water lines should be painted blue.

5. QUESTION: Do the pipe hangers need to be replaced as part of this project?

ANSWER: Yes, the pipe hangers will be replaced as part of this project.

6. QUESTION: Can anything be attached to the walls to protect the filters from falling items?

ANSWER: Yes, containment material may be attached to the walls, but the holes will need to be patched and painted at the end of the project.

7. QUESTION: Will cracks in the wall need to be patched and painted if identified during the project?

ANSWER: Yes, any cracks or holes in the walls will need to be patched and painted at the end of the project.

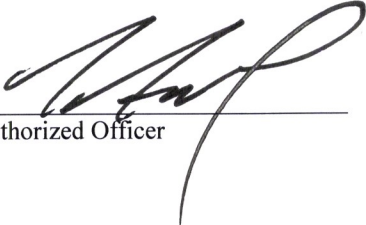
Contractor Certification

Contractor certifies and warrants that it will comply with the Immigration Laws of the United States, including but not limited to 8 USC 1324(a), which makes it unlawful for an employer to hire or continue to employ an illegal or undocumented alien *knowing* the alien is or has become unauthorized with respect to such employment, or to fail to comply with the I-9 requirements. Contractor further agrees to comply with the Oklahoma Taxpayer and Citizen Protection Act of 2007. Contractor will not knowingly employ or knowingly allow any of its Subcontractors to employ any illegal or undocumented aliens to perform any work in connection with services performed for the Midwest City Municipal Authority (Authority). After July 1, 2008, Contractor and its Subcontractors will verify information on all new employees on the Status Verification System operated by the U.S. Government.

Contractor will retain and make available for inspection by the Authority, upon reasonable notice, a completed I-9 Employment Eligibility Verification Form for each person that contractor directly employs to perform services for the Authority. If Contractor, or any of its Subcontractors, receives *actual knowledge* of the unauthorized status of one of its employees engaged in providing services to the Authority, then Contractor or Subcontractor will remove that employee from the project, and shall require each Sub-contractor to act in a similar fashion with respect to such Sub-contractor's employees. Contractor agrees to have a provision in its subcontracts stating that each Sub-contractor will have the same duties and responsibilities with regard to its employees that the Contractor has certified in this paragraph.

Signed under penalty of perjury on September 20, 2024.

Timco Blasting & Coatings, Inc _____,
Contractor

By: Tim Farley 
Owner or Authorized Officer



Bid Tabulation for Midwest City Water Treatment Plant Filter Bay Painting

Bid Opening: September 24, 2024

ITEM No.	ITEM	Engineer's Estimate		Timco Blasting & Coatings, Inc.	
		COST	UNIT	COST	UNIT
	Filter Bay Painting - Base Bid	N/A	LS	\$298,000.00	LS
	Total:	N/A		\$298,000.00	



Public Works Administration

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

Public Works Director
pstreets@midwestcityok.org
(405) 739-1061

Assistant Public Works Director
cevenson@midwestcityok.org
(405) 739-1062

www.midwestcityok.org

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: October 22, 2024

Subject: Discussion, consideration, and possible action of awarding a bid to and approving a professional services contract with Silver Star Construction Company, Inc., to provide on-call general and emergency services for the Public Works Department.

The City of Midwest City and Midwest City Municipal Authority, hereinafter jointly referred to as "City", sought bids from interested parties for the contracting of public works general and emergency services including, but not limited to, various professional services such as surveying, planning, budgeting, implementation and completion of such projects as municipal street repairs and improvements, park improvements, drainage improvements, sidewalk replacement, excavation, snow, ice, trash and debris removal, right of way maintenance and mowing, emergency services and any special projects as deemed necessary by the City.

The attached contract is for these services. The bid opening occurred on September 24, 2024, for the above referenced project. One bid was received from Silver Star Construction Company, Inc., who was awarded the previous, expired contract for these services. Staff recommends award of the bid to Silver Star Construction Company, Inc., which submitted the lowest and best bid that met specifications.

As an on-call contract, funds will be appropriated as projects are identified and approved.

Respectfully,

R. Paul Streets
Public Works Director

Attachment

PROFESSIONAL SERVICES AGREEMENT
between
SILVER STAR CONSTRUCTION COMPANY, INC.
And
THE CITY OF MIDWEST CITY and
MIDWEST CITY MUNICIPAL AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among the City of Midwest City, a municipal corporation, and the **Midwest City Municipal Authority**, a public trust created pursuant to Oklahoma State Law for the benefit of Midwest City (hereinafter referred to as “**City**”), and **SILVER STAR CONSTRUCTION COMPANY, INC.**, a limited liability company, (hereinafter referred to as “**Service Provider**”) (**City**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, **City** is in need of the following professional services as outlined in Attachment A; and

WHEREAS, **Service Provider** is in the business of providing professional services that is needed by the **City**; and

WHEREAS, the **City** and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **City** the requested professional services; and

WHEREAS, **City** hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, **SERVICES PROVIDER** agrees to provide the **City** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **City** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **City**, and **Service Provider** hereby agree as follows:

1. SERVICES, PRODUCTS, SOLUTIONS AND DELIVERABLES TO BE PROVIDED

Subject to the terms and conditions of this Agreement, the **City** retains the **Service Provider** as an independent contractor, to provide the **City** all services, in accordance with the

PROFESSIONAL SERVICES AGREEMENT
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SILVER STAR CONSTRUCTION COMPANY, INC.
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MIDWEST CITY MUNICIPAL AUTHORITY

standards exercised by experts in the field, necessary to provide the **City** services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this Agreement. The **City** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this Agreement. The **City** may issue a purchase order for the identified services accompanied by **Service Provider’s** written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **City** and, upon approval of the invoice, the **City** will pay the invoice. Upon completion of each Project and provision to the **City** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **City** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This Agreement governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **City**. The Attachments are incorporated into this Agreement by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this Agreement.

b) The text of this Agreement together with the Attachments constitutes the entire Agreement and the only understanding and agreement between the **City** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this Agreement.

c) If there is a conflict in language, terms, conditions, or provisions, in this Agreement between the text of this document, and any language, term, condition, or

PROFESSIONAL SERVICES AGREEMENT
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provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment “A” (“Scope of Services”)
- Attachment “B” (“Schedule of Fees / Rate Card”),
- Attachment “C” (“**Service Provider’s Team**”),
- Attachment “D” (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “**Service Provider’s Project Team**”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in **Attachment “A” (“Scope of Services”)** or the Project.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **City’s** goals and purposes. **Service Provider** will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the **City**, is adequately trained, instructed, and managed so that **Service Provider** timely provides each Project task and satisfies the **Service Provider’s** obligations under this Agreement. The **Service Provider** may not change the **Service Provider’s Team**, for the services to be provided as set forth on **Attachment “C”** without the prior written consent of the **City**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto,

PROFESSIONAL SERVICES AGREEMENT
between
SILVER STAR CONSTRUCTION COMPANY, INC.
And
THE CITY OF MIDWEST CITY and
MIDWEST CITY MUNICIPAL AUTHORITY

pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **City**.

3. CONSIDERATION

A. The **City** shall pay the **Service Provider** the compensation after completion of Projects or Deliverables as specified in Attachment “B” (“**Schedule of Fees / Rate Card**”).

B. The **City** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider** and the **Service Provider’s Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **City** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **City** shall not withhold any social security tax, workmen’s compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider’s Team**, assigned to work on the Project for the **City** are

PROFESSIONAL SERVICES AGREEMENT
between
SILVER STAR CONSTRUCTION COMPANY, INC.
And
THE CITY OF MIDWEST CITY and
MIDWEST CITY MUNICIPAL AUTHORITY

not employees of the City. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the City.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Team**, assigned to work on the Project for the City are not eligible to participate in any health, welfare or retirement benefit programs provided by the City or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. The **Agreement** will be reviewed annually and approved by the City for continuance if such action is in the best interests of the City. The contract may be renewed by the City and **Service Provider** for additional one (1) year terms upon the same terms and conditions set forth in the bid documents, up to a maximum of five (5) annual extensions.

B. The City issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of City.

1. Upon receipt of a notice of termination for the *convenience* from the City, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the City all licenses, work, products, deliverables, solutions, communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the City, the City shall pay **Service Provider** for completed Projects and

PROFESSIONAL SERVICES AGREEMENT
between
SILVER STAR CONSTRUCTION COMPANY, INC.
And
THE CITY OF MIDWEST CITY and
MIDWEST CITY MUNICIPAL AUTHORITY

Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **City**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **City** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **City** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **City** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **City** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

C. Upon notice to **Service Provider**, the **City** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **City** issues a stop work order to **Service Provider**, the **City** will provide a copy

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of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **City**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **City** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **City**, without cause and without cost to the **City**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. Obligation upon Termination for *Convenience*.

1. In the event this **Agreement** is terminated for convenience hereunder, the **City** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **City** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **City**.

2. Upon termination for *convenience* of the Project and the providing to the **City** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **City** shall own all rights and license for the Deliverables and other work products related to that Project.

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all

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members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **City's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **City**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **City** shall be entitled to recover, should the **City** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **City**. Should the **Service Provider** fail to reimburse the **City** within thirty (30) calendar days of demand, the **City** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general*

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aggregate protecting the **City** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **City** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **City** within five (5) days of the execution of this **Agreement**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **City** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **City** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this

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Agreement pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **City** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **City** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **City** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **City**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **City** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

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Service Provider acknowledges that in the course of training and providing other services to the **City**, the **City** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **City's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **City**, shall disclose to any person, other than to the **City**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

10. NOTICES

A. Notices and other communications to the **City** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

Midwest City Municipal Authority, Secretary
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Tim Caudle President

Silver Star Construction Company, Inc.

2401 S. Broadway

Moore, OK 73160

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B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **City**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **City**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **City**. The **City** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **City**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **City** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments,

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alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **City** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **City**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms,

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covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **City** breach this **Agreement**, **Service Provider** may only recover that proportion of the prepaid annual rental for the unexpired term. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **City**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

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21. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

22. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **City** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **City** through a purchase order.

23. EFFECTIVE DATE

The Effective Date of this **Lease** is the date approved by the **City** as the last party hereto.

24. LIMITATION OF LIABILITY

Notwithstanding anything in the Agreement to the contrary, to the extent allowed under applicable law, neither Party (including its subconsultants, agents, assignees, affiliates and vendors) shall be liable to the other for any special, consequential, indirect, punitive, exemplary or incidental damages of any kind regardless of the cause or action (including negligence of any kind or character including gross negligence). Notwithstanding any provision to the contrary herein, to the extent allowed under applicable law, the **Service Provider's** (including its subconsultants, agents, assignees, affiliates and vendors) total aggregate liability under the Agreement shall be limited to 100% of the fee received by **Service Provider** under the **Attachment "A" ("Scope of Services")**, or 100% of the fee received by **Service Provider** under an approved purchase order

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giving rise to the liability, (whichever may be applicable) regardless of the cause or action (including negligence of any kind or character).

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IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this **Agreement** on the dates set forth below.

Service Provider: _____ Silver Star Construction Company, Inc.

By: _____ 

Name: Tim Caudle

Title: President

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APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this
_____ day of _____, 2024.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

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APPROVED by the Council and **SIGNED** by the Chair of the Midwest City Municipal Authority this _____ day of _____, 2024.

MIDWEST CITY MUNICIPAL AUTHORITY

CHAIR

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

Attachments A&B

Bid Specifications

Public Works General and Emergency Services

The City of Midwest City and Midwest City Municipal Authority, jointly referred to as "City", are currently soliciting bids from interested parties for the contracting of public works projects *including, but not limited to, various professional services* such as surveying, planning, budgeting, implementation and completion of such projects as municipal street repairs and improvements, park improvements, drainage improvements, sidewalk replacement, excavation, snow, ice, trash and debris removal, right of way maintenance and mowing, emergency services and any special projects as deemed necessary by the City. Bidders must also quote various equipment rental costs as necessary for use by various City departments.

Eligibility of Bidders

Bidders must include in their bid packets a statement of bidder's qualifications describing their company's capabilities, their qualifications to perform this type of work, and a list of at least three references for which they have performed this type of work. The City will evaluate all bids received and reserves the right to waive any informalities or irregularities and select the bid that best suits the needs of the City.

Insurance Requirements

Bidders must meet insurance requirements of not less than the following limits:

General Liability	\$5,000,000.00
Auto Liability	\$1,000,000.00
Excess Liability	\$1,000,000.00
Workers Compensation	Statutory amounts

The City must be named as additional insured on all policies.

Description of Work

The work will consist of assistance in planning, budgeting, the implementation and completion of municipal projects including but not limited to street repairs, asphalt paving, concrete paving, park improvements, drainage improvements, sidewalk replacement, excavation, snow, ice and debris removal, right of way maintenance, emergency response calls, emergency projects and special projects as deemed necessary by the City. The contractor will be required to provide cost estimates on specific projects and cooperate with the City in meeting these estimates. The City reserves the right to use other contractors, or its own forces, to perform portions of this work and will utilize the contractor's services solely at the discretion of the City. The City does not guarantee any specific amount of work.

Contract Term

The term of the contract shall be five (5) years and shall commence with the signing of the contract. The contract will be reviewed annually and approved by the City for continuance if such action is in the best interests of the City. The contract may be renewed by the City and the successful bidder for additional one (1) year terms upon the same terms and conditions set forth in the bid documents, up to a maximum of five (5) annual extensions. The renewal agreement is to commence within 60 days before the contract expires. A default shall occur on the part of the successful bidder if, during the term of the contract, any proceeding is instituted by or against the successful bidder seeking to adjudicate a bankruptcy, declaring insolvency or seeking liquidation, or if the successful bidder shall admit its inability or fails to pay its debts generally or at any time should fail, refuse or neglect to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payments to any subcontractors of the contractor for materials or labor, or disregard laws, ordinances or the instructions of the City, or otherwise be guilty of a substantial violation of any provision of the contract which the successful bidder shall have failed to sufficiently address, or promptly correct after service of 24 hours of written notice thereof by the City. The City in the case of such default may immediately, without prejudice to any other right or remedy, terminate the contract for default and take possession of the work and of all materials, and finish the work by whatever method the City may deem expedient. In such case, the successful bidder shall not be entitled to receive any further payment. The City or the successful bidder may also terminate the contract for breach or convenience with 90 days written notice to the other party.

Labor Requirements

The successful bidder shall submit a list and resumes for the project team to include the proposed project manager and its key employees. If the successful bidder has a licensed engineer or surveyor on staff or a contractual agreement for services with an engineering or surveying firm, those qualifications and hourly costs shall be included in the bid as well. The project superintendent shall have a minimum of 10 years of verifiable experience in heavy road construction or municipal public works. He or she shall have passed a course in highway safety and traffic control and speak English fluently. The equipment operators shall have a minimum of five years of verifiable experience in heavy road construction or municipal public works and speak English fluently. It is the City's expectation that the contractor provides a drug-free and safe workplace. The contractor shall supply the city with copies of its firm's safety manual and personnel policies and procedures manual.

Labor Rates

Description	Rate
1. Staff Engineer (hourly)	\$ 251.44
Licensed civil engineer in the state of Oklahoma. If the successful bidder is using the services of an engineering firm, provide the name:	
2. Senior Project Manager (hourly)	\$ 93.94
Works with city staff and engineers to plan and budget projects. This person will attend regular meetings with city staff and address the city council at meetings as necessary.	
3. Project Superintendent (hourly)	\$ 59.40
Project supervision on site. Liaison with city. Operates equipment as needed.	
4. Equipment Operator (hourly)	\$ 32.29
Dozer, loader, grader (specialized fine grade type operators, CDL drivers)	
5. Laborer (hourly)	\$ 28.53
Supplied with work crew (manual labor, pick up trash, cutting weeds, shovel work, traffic control, etc.)	
6. Concrete Finishers (hourly)	\$ 38.59
Concrete laborers trained in concrete placement and form work as needed for misc. projects.	
7. Licensed Surveyor and Field Crew (hourly)	\$ 205.10

Description	Rate
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8. Concrete Paving Repairs

Concrete: ODOT approved 3500 lb ready mix concrete

Concrete paving repair bids shall include the cost of the concrete, dowel bars at all joints and installation of dowel bars into existing paving when replacing failed concrete street panels. This work shall be accomplished by a crew that will be paid on a measured quantity, unit cost basis. (Sawing and sealing of new panels must also be included in the bid price.)

(Please also review the City's standard specifications.)

This work will consist of providing all of the labor and materials required to perform repairs to and paving of roads, alleys, etc. as requested by the City. The successful bidder must take into account that the paving of many streets will have to be coordinated to allow public access to businesses and homes. This cost shall include all incidental items and labor necessary to install the pavement. The successful bidder will be required (upon request of the City) to provide samples of the concrete for strength testing and cut cores for assurance testing by an independent lab employed by the City. The successful bidder shall be responsible for replacing any areas that fail the tests.

Unit Costs for Concrete Paving	
100 to 200 SY 6" depth	\$ 70.79
100 to 200 SY 8" depth	\$ 82.38
100 to 200 SY 10" depth	\$ 92.02
201 to 500 SY 6" depth	\$ 67.49
201 to 500 SY 8" depth	\$ 77.54
201 to 500 SY 10" depth	\$ 87.18
501 to 1000 SY 6" depth	\$ 61.97
501 to 1000 SY 8" depth	\$ 72.68
501 to 1000 SY 10" depth	\$ 81.91
Integral curb per lineal foot	\$ 16.50
Curb & Gutter < 100 lineal feet in one direction (6" curb, 24" gutter)	\$ 63.79
Curb & Gutter ≥ 100 lineal feet in one direction (6" curb, 24" gutter)	\$ 45.66
Sidewalks, 4" thickness, < 100 SY per location	\$ 96.26
Sidewalks, 4" thickness, ≥ 100 SY per location	\$ 85.98
Additional cost per cubic yard for High Early concrete	\$ 9.00

Description	Rate
9. Asphalt Paving Repairs	
<p>Large repairs will be performed by a secondary crew provided by the successful bidder. The larger asphalt repairs and any necessary asphalt paving shall be performed in a workman like manner as prescribed by current ODOT specifications with materials specified below. The machinery shall be in good repair and conform to the following:</p> <p>Asphalt Paver: Minimum weight 34,000 lbs, paving width 10 to 20 feet width, with automatic grade and slope controls.</p> <p>Asphalt Roller: Minimum of two rollers, each with a weight of 30,000 lbs double drum and vibratory type</p> <p>Pneumatic Roller: Minimum weight of 18,000 lbs. 9 tires for asphalt finishing.</p> <p><u>This work will consist of providing all labor and materials required to perform repairs to and paving of roads, alleys, etc. as requested by the City. The successful bidder must take into account that the paving of many streets will have to be coordinated to allow public access to businesses and homes. The asphalt paving will be paid for on a unit cost per ton in place. This cost shall include all incidental items and labor necessary to install the pavement. The successful bidder will be required (upon request from the City) to cut cores for assurance testing of thickness, composition, and density by an independent lab employed by the City. The successful bidder shall be responsible for replacing any areas that fail the tests.</u></p>	
Unit Costs for Asphalt Paving	
Labor and Equipment only for installation of asphalt pavements.	Per Ton in Place
100 tons per day minimum	\$ 68.00
101 to 200 tons per day	\$ 47.35
201 to 400 tons per day	\$ 28.97
401 to 700 tons per day	\$ 18.00
701 tons and greater per day	\$ 12.00
Trackless Tack Coat (cost per gallon in place)	\$ 9.52
Freight for Asphalt Delivery with City (14 ton minimum load shall apply)	\$ 68.00 ^{City} 9.35

The successful bidder may but is not required to submit below a quote for the manufacture and delivery of asphalt materials. The City reserves the right to use materials that best fits the needs and time constraints of the City. The City may take alternate bids for the asphalt materials or purchase them off state or county bids.

The successful bidder shall submit a mix design prior to its use and all mixes shall have less than 25% RAP and PG 64-22 oil.

All asphalt products must conform to or exceed current City specifications and is subject to the latest ODOT specifications including section 411 and 708 and special provision: 109.12. The approved materials shall conform to the following:

Unit Costs for Asphalt Paving	Per Ton in Place
Asphalt (Type S-3)	\$ 68.00
Asphalt (Type S-4)	\$ 81.84
Asphalt (Type S-5)	\$ 85.25
Freight for Asphalt Delivery with City (14 ton min. load shall apply)	\$ 9.35

Additional Services

There may be additional items or services that are necessary or incidental to complete projects that the successful bidder has underway for the City. The successful bidder shall use its best efforts to obtain the best quality materials at the best price available that fit the budget requirements set forth by the City. The successful bidder must obtain prior authorization before purchasing any additional materials or services not named in these bid items. The successful bidder must provide documentation of the quotes for and the final costs of these materials, services or supplies for payment by the City. These costs shall be billed at their actual cost to the City with no more than eight percent (8%) markup to cover the successful bidder's handling costs. The City may also elect to furnish materials from other bidders or sources such as county or state contracts.

Rate Schedule Adjustments

The contract rates may be adjusted once per year on the contract anniversary date at which time the successful bidder and the City may negotiate rate adjustments to compensate for cost increases in materials, fuel, insurance, etc. These adjustments must be documented to the full satisfaction of the City. Labor rate adjustments or cost of living increases for labor may not exceed the U.S. Labor Department's U. S. City Average Southwest Region C.P.I. for the immediately preceding calendar year. If the successful bidder and the City cannot agree on the adjusted amounts, the successful bidder or the City may elect to terminate the contract. If the parties elect to terminate the contract, the successful bidder shall be bound to complete any projects currently under construction or for a term of no longer than 90 days at the discretion of the City at the current contract rates.

Hourly Rental Equipment

The successful bidder agrees to provide construction equipment at the following rates when operated by the successful bidder's employees or the City's employees. The cost of the equipment shall include delivery with a full load of fuel and all necessary accessories. The City will fuel equipment while being utilized by the City and returned with a full load of fuel. The equipment specified below will be delivered to a project site specified by the City within the City's city limits with fuel provided and all necessary attachments. All equipment will be late model, equipped with all necessary OSHA prescribed safety equipment, be neat in appearance and be in good operating condition. Do not include labor costs in the following items. (An eight-hour minimum will apply for the first 24-hour day and actual usage will apply after the first eight hours.)

Description	Hourly Rate
1. Road Grader*	165.00
200 HP equipped with a 14 ft blade and a ripper attachment	
2. Front End Loader*	\$ 114.00
3 cubic yard with rubber tires	
3. Soil Compactor*	\$ 96.00
Self-propelled, vibratory pad foot, 84" drum width	
4. Water Truck*	\$ 75.00
3000-gallon tandem axle with pressure spray system	
5. Dump Truck*	\$ 120.00
12-14 cubic yard, tandem axle	
6. Demolition Truck and Trailer	\$ 140.00
40 cubic yard	
7. Demolition Truck and Trailer	\$ 160.00
70 cubic yard	
8. Self-Loading Knuckle Boom Trucks	\$ 180.00
45 cubic yard minimum	
9. Trailer Mounted Wood Chipper	\$ 85.00

BID-7

Description	Hourly Rate
Chips up to 8" diameter limbs	
10. Semi-Trailer End Dump*	\$ 90.00
25 cubic yard	
11. Track Mounted Backhoe*	\$ 235.00
Weight class 90,000 lbs	
12. Scrapers (elevating or pan)	\$ 425.00
13. Skid Steer Loader*	\$ 70.00
Bobcat 853 or equal with bucket, broom, and milling attachment	
14. Road Reclaimer*	\$ 275.00
Bomag MPH 362R or equal	
15. CMI RS 500 Reclaimer or equal	\$ 360.00
16. Backhoe/Mini Trackhoe*	\$ 80.00
Case 580K or equal	
17. Street Sweeper	\$ 300.00
Truck mounted vacuum type with gutter brooms and water system for dust control	
18. Bulldozer	\$ 269.00
Cat D-7 or equal	
19. Bulldozer*	\$ 200.00
Cat D-6 or equal	
20. Bulldozer*	\$ 135.00
Cat D-3 or equal	

BID-8

Description	Hourly Rate
21. Grade-all or Excavator with Rubber Tracks or Tires	\$ 240.00
For cleaning ditches	
22. Track Mounted Tree Spade	\$ 300.00
60" spade	
23. Milling Machine*	\$ 480.00
Minimum profiling width 7 ft, self-loading. If quoting larger machine, specify type:	
24. Tractor Loader/Box Blade*	\$ 70.85
Case 580 LL or equal	
25. Salt & Sand Distribution Truck with Plow	\$ 130.00
15 ton capacity (minimum of two (2) required)	
26. Tractor Mower Bat-wing Configuration	\$ 105.00
Minimum of 90 HP	
27. Bucket Truck	\$ 135.00
50 ft boom	
28. Air Curtain Burner	\$ 40.00
29. Tub Grinder	\$ 1,450.00
Minimum of 750 HP	
30. Extra Crew Trucks as Needed (per day)*	\$ 95.00
Must include ¾ ton pickup inclusive of all costs	

Other Commonly Used Materials Delivered within the City

Description	Rate
1. Standard Ready-Mixed Concrete	172.80
per cubic yard	
2. High Early Strength Concrete	182.52
per cubic yard	
3. Flowable Backfill	162.00
per cubic yard	
4. Aggregate Base Rock	\$ 48.45
per ton, for base repairs, 1 ½ crusher run material	
5. Recycled Concrete Base Rock	\$ 83.65
per ton	
6. Rip Rap Stone	\$ 68.00
per ton	
7. Cement Kiln Dust	\$ 53.94
per ton, for soil stabilization	
8. Sand for Ice Control	\$ 24.77
per ton, delivered to the City's Public Works Yard, 8730 SE 15 th St	
9. Bond Rates per Thousand Dollars	\$ 10.00
For Performance, Payment, and Maintenance Bonds, if required	

Description	Rate
1. Vegetative Debris Removal	\$ 31.90
per cubic yard, excluding tipping fees	
2. Vegetative Debris Removal	\$ 43.22
per cubic yard, including tipping fees	
3. Vegetative Debris Removal	\$ 220.00
per ton, excluding tipping fees	
4. Vegetative Debris Removal	\$ 251.00
per ton, including tipping fees	
5. Trimming Hazardous Trees and Limbs	\$ 180.00
per tree with debris placed on right-of-way for collection	
6. Tree Removal	\$ 357.51
0" - 24" DBH per tree	
7. Tree Removal	\$ 577.97
24" - 48" DBH per tree	
8. Tree Removal	\$ 929.50
>48" DBH per tree	
9. C&D Storm Debris Removal	\$ 42.39
per cubic yard, including tipping fees	
10. C&D Storm Debris Removal	\$ 182.00
per ton, including tipping fees	

Non-emergency Curbside Debris Clean-up

Non-emergency trash and debris removal consists of labor, equipment, land fill costs and transportation necessary to remove city-wide trash and discarded household items from public property and rights of way with a minimum of thirty (30) day notice.

The quoted price shall be expressed as per-cubic-yard and by-the-ton cost. The prices must reflect the difference in vegetative debris, C & D debris or bulky household type waste. The City and contractor shall agree on which unit of payment best fits the situation.

Description	Hourly Rate
1. Vegetative Debris Removal	\$ 22.65
per cubic yard, excluding tipping fees	
2. Vegetative Debris Removal	\$ 33.00
per cubic yard, including tipping fees	
3. Vegetative Debris Removal	\$ 136.45
per ton, excluding tipping fees	
4. Vegetative Debris Removal	\$ 201.40
per ton, including tipping fees	
5. C&D Debris and Bulk Waste Removal	\$ 23.83
per cubic yard, including tipping fees	
6. C&D Debris and Bulk Waste Removal	\$ 143.00
per ton, including tipping fees	

Attachment C

	Position	Year Started in Position	Years in Position	Year Started in Construction	Years in Construction	Types of Work Experience
Tim Caudle 405-317-7681	President Vice President Project Manager	2010 1993 1993	9 26 26	1993	30	Operator, Project Manager, Coordinator Grade, Stabilization, Surface, Curb & Gutter
Greg Kalicki 405-200-8373	Vice President Project Manager	2019 2014	5	1981	42	Operator, Project Manager, Coordinator Grade, Stabilization, Surface, Curb & Gutter
Bob Crawley	Secretary/Treasurer Office Manager	2017	1 13	2004	19	
Aaron Parker 405-365-0577	Vice President PM/Estimator	2022 2011	8	2010	13	Estimating, Managing
Val Wheelwright 580-504-4120	Engineer PM/Estimator	2006	13	1976	47	PE, Estimating, Managing Grade, Stabilization, Surface, Curb & Gutter
Mike Cooper 405-317-7683	PM/Estimator	1989	30	1980	43	Estimating, Managing Grade, Stabilization, Surface, Curb & Gutter
Trish Morris 405-421-2198	Project Manager	2022	30	2011	12	Managing, Coordinating, Estimating Grade, Stabilization, Surface, Curb & Gutter
Jerry Gray 405-317-2836	PM/Estimator	2019	4	2005	18	Estimating, Managing Grade, Stabilization, Surface, Curb & Gutter
Jason Shawn 405-317-2877	PM/Estimator	2017	22 7	2017	6	Estimating, Managing Grade, Stabilization, Surface, Curb & Gutter
Bradley Adams 405-317-4255	Project Manager	2018	2	2018	5	Estimating, Managing Grade, Stabilization, Surface, Curb & Gutter
Jeff Deaton Mike Max Jack Shannon	General Superintendent Safety Officer Superintendent					
						405-623-5036 jeffd@silverstarconst.com 405-535-8966 michaelm@silverstarconst.com 405-317-7685 jacks@silverstarconst.com
Dunn & Brad Street Sams UEI Silver Star Const FEI	Number Number Number			065509069 DPSJIMWFJ4R8 73-1204879		
Date of Incorporation				Nov 5th 1981		

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered. All responses must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate sheets. The Bidder may submit any additional information.

1. Name of Bidder: Silver Star Construction Company, Inc
2. Permanent main office address: 2401 S. Broadway Moore, OK 73160
3. When organized: 1981
4. If a corporation, where incorporated: Moore, Oklahoma
5. How many years have you been engaged in the contracting business under your present firm or trade name:
43 Years
6. Contracts on hand (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion): SEE ATTACHED
7. General character of work performed by your company: Asphalt Paving, Concrete Paving, Storm Sewer, Earth Work, Bridge Work
8. Have you ever failed to complete any work awarded to you? NO
9. Have you ever defaulted on a contract? no
10. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
SEE ATTACHED

11. List your major equipment available for this contract: SEE ATTACHED

12. Experience in construction work similar in scope to this project: SEE ATTACHED

13. Background and experience of the principal members of your organization, including officers:
SEE ATTACHED

14. Credit available: \$ SEE ATTACHED

- 15. Give bank reference: SEE ATTACHED
- 16. Will you, upon request by the City, provide a detailed financial statement and furnish other information that may be requested within ten (10) working days from the date of the request ?
- 17. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this 24 day of September, 2024.


Silver Star Construction Company, Inc
(Name of Bidder)

By: 
Title: Greg Kalicki Vice President

STATE OF Oklahoma)
)ss
COUNTY OF Cleveland)

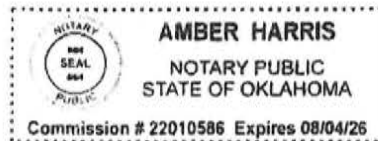
Greg Kalicki, being duly sworn, states that
he/she is the Vice President of Silver Star Construction Company, Inc
(Title) (Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 24 day of September, 2024.

Greg Kalicki Vice President


Notary Public

My commission expires: 08/04/26



BUSINESS RELATIONSHIPS AFFIDAVIT
THIS AFFIDAVIT MUST ACCOMPANY THE BID

STATE OF Oklahoma)
)SS
COUNTY OF Cleveland)

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

NONE

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

NONE

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

NONE

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

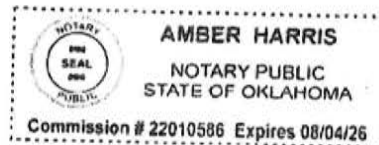
Greg Kalicki
Greg Kalicki Vice President

Subscribed and sworn to before me this 24 day of September, 2024.

Amber Harris
Notary Public

My Commission Expires:

08/04/26



BID AFFIDAVIT

THIS AFFIDAVIT MUST ACCOMPANY THE BID

STATE OF Oklahoma)
)SS
COUNTY OF Cleveland)

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



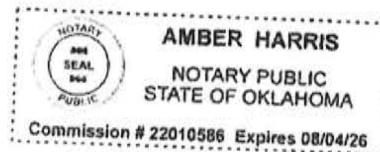
Signature
Greg Kalicki Vice President

Subscribed and sworn to before me this 24 day of September, 2024.



Notary Public

My Commission Expires:
08/04/26



**NONCOLLUSION AFFIDAVIT
THIS AFFIDAVIT MUST ACCOMPANY THE BID**

The City of Midwest City and the Midwest City Municipal Authority
Midwest City, Oklahoma

I, Greg Kalicki Vice President
Owner, Partner, Officer of Firm

Silver Star Construction Company, Inc
Company Name, City and State

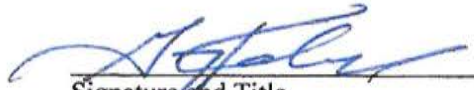
being first duly sworn upon oath, state: I, the Company, its officers or employees, have not been party to any agreement or collusion among bidders, prospective bidders, architects or any other persons, or any other companies, in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise on this project for:

Public Works General and Emergency Services

for the City of Midwest City and the Midwest City Municipal Authority, jointly referred to as the "City".

Bids will be opened on Tuesday, September 24th, 2024, at 2:00 pm.

Silver Star Construction Company, Inc
Firm Name

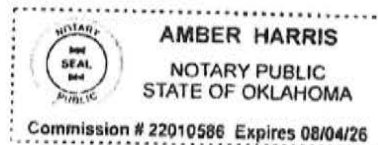

Signature and Title
Greg Kalicki Vice President

Subscribed and sworn to before me this 24 day of September, 2024.


Notary Public

My Commission Expires:

08/04/26



Contractor Certification

Contractor certifies and warrants that it will comply with the Immigration Laws of the United States, including but not limited to 8 USC 1324(a), which makes it unlawful for an employer to hire or continue to employ an illegal or undocumented alien *knowing* the alien is or has become unauthorized with respect to such employment, or to fail to comply with the I-9 requirements. Contractor further agrees to comply with the Oklahoma Taxpayer and Citizen Protection Act of 2007. Contractor will not knowingly employ or knowingly allow any of its Subcontractors to employ any illegal or undocumented aliens to perform any work in connection with services performed for the City of Midwest City and the Midwest City Municipal Authority, jointly referred to as the "City". After July 1, 2008, Contractor and its Subcontractors will verify information on all new employees on the Status Verification System operated by the U.S. Government.

Contractor will retain and make available for inspection by the City, upon reasonable notice, a completed I-9 Employment Eligibility Verification Form for each person that contractor directly employs to perform services for the City. If Contractor, or any of its Subcontractors, receives *actual knowledge* of the unauthorized status of one of its employees engaged in providing services to the City, then Contractor or Subcontractor will remove that employee from the project, and shall require each Sub-contractor to act in a similar fashion with respect to such Sub-contractor's employees. Contractor agrees to have a provision in its subcontracts stating that each Sub-contractor will have the same duties and responsibilities with regard to its employees that the Contractor has certified in this paragraph.

Signed under penalty of perjury on September 24, _____, 2024

Silver Star Construction Company, Inc
Contractor

By: _____

Owner or Authorized Officer

Greg Kalicki Vice President

Silver Star Construction Co., Inc

Main Office- 2401 S. Broadway - Moore, Oklahoma 73160 – (405) 793-1725 / Fax (405) 793-9989

2024 Current Major Projects

<u>Project Name</u>	<u>Owner</u>	<u>Location</u>	<u>Contact</u>	<u>Phone Number</u>	<u>Start Mth</u>	<u>% Completed</u>	<u>Contract Value</u>
<u>City of Moore FYE 2024</u>	<u>City of Moore</u>	<u>Moore, Oklahoma</u>	<u>Jerry Ihler</u>	<u>405-793-5000</u>	<u>06/23</u>	<u>On Going</u>	<u>Unit Price St. Main.</u>
<u>City of Mustang - Annual Contract</u>	<u>City of Mustang</u>	<u>Mustang, Oklahoma</u>	<u>Justin Battles</u>	<u>405-376-4521</u>	<u>06/23</u>	<u>On Going</u>	<u>Unit Price St. Main.</u>
<u>STP-114C(207) US-77</u>	<u>ODOT-Purcell</u>	<u>US-77 Noble</u>	<u>Preston Hiemstra</u>	<u>405-527-5569</u>	<u>3/23</u>	<u>60%</u>	<u>\$22,992,675.00</u>
<u>NHPPI-3500(162)</u>	<u>Sherwood Const.</u>	<u>I-35 South to SH 9 West</u>	<u>Preston Hiemstra</u>	<u>405-527-5569</u>	<u>10/23</u>	<u>On Going</u>	<u>\$14,922,577.75</u>
<u>Ardmore Municipal Airport TXE</u>	<u>City of Ardmore</u>	<u>620 General St Ardmore, OK</u>	<u>Kristi McElroy</u>	<u>580-226-2100</u>	<u>11/23</u>	<u>On Going</u>	<u>\$17,455,203.63</u>
<u>National Cowboy Western History Museum</u>	<u>NCWHM</u>	<u>1700 NE 63rd Street OKC, OK 73111</u>	<u>Mickey Fuller</u>	<u>405-839-7807</u>	<u>11/23</u>	<u>On Going</u>	<u>\$1,736,500.00</u>
<u>STP-226C(106)(113) PM</u>	<u>ODOT-OMA DE</u>	<u>Grady County</u>	<u>ODOT</u>		<u>8/23</u>	<u>On Going</u>	<u>\$42,300,000.00</u>



An Employee Owned Company

Silver Star Construction Co., Inc

Main Office- 2401 S. Broadway - Moore, Oklahoma 73160 – (405) 793-1725 / Fax (405) 793-9989

<u>STP- 255B(575)AG</u>	<u>ODOT- OKC</u>	<u>Midwest BLVD & SE 29th St</u>	<u>Chris Harlin</u>	<u>580- 307- 7461</u>	<u>3/24</u>	<u>On Going</u>	<u>\$5,574,000.00</u>
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An Employee Owned Company

Silver Star Construction Co., Inc

Main Office- 2401 S. Broadway - Moore, Oklahoma 73160 – (405) 793-1725 / Fax (405) 793-9989

WORK COMPLETED IN THE LAST 5 YEARS

Project Name: STP-226B(104)PM 22-23 Contract Value \$10,679,999.00
GC Name: Silver Star Construction Company Inc. Contact Name: Val Wheelwright
GC Address: 2401 S. Broadway, Moore Ok Bonded: Yes
GC Phone Number: 405-793-1725 Email: valw@silverstarconst.com
Owner: ODOT- Anadarko Contact Phone: 405-247-2462
Contact Name: Matt Helton Start Date: October 2022 Completion Date: August 2023
Description of Work performed: Clearing, Grading, Drainage, Stabilization, Asphalt
80% Work Performed by Silver Star Construction Company, Inc.

Project Name: NHPPI-3500(128)PM Frontier Contract Value \$1,710,288.47
GC Name: Silver Star Construction Company Inc. Contact Name: Val Wheelwright
GC Address: 2401 S. Broadway, Moore Ok Bonded: Yes
GC Phone Number: 405-793-1725 Email: valw@silverstarconst.com
Owner: ODOT Ardmore Contact Phone: 580-223-1351
Contact Name: Chris Fuhrmann Start Date: December 2022 Completion Date: September 2023
Description of Work performed: Embankment on shoulders of Taxiway, Mill tie-ins, 2" Overlay
80% Work Performed by Silver Star Construction Company, Inc.

Project Name: Alameda St Widening N Contract Value \$3,616,910.70
GC Name: Silver Star Construction Company Inc. Contact Name: Bradley Adams
GC Address: 2401 S. Broadway, Moore Ok Bonded: Yes
GC Phone Number: 405-793-1725 Email: brada@silverstarconst.com
Owner: City of Norman Contact Phone: 405-366-5454
Contact Name: Tim Miles Start Date: March 2022 Completion Date: July 2023
Description of Work performed: Milling, Earthwork, Stabilization, Asphalt Paving
70% Work Performed by Silver Star Construction Company, Inc.



An Employee Owned Company

Silver Star Construction Co., Inc

Main Office- 2401 S. Broadway - Moore, Oklahoma 73160 – (405) 793-1725 / Fax (405) 793-9989

Project Name: UTC Area 5
GC Name: Silver Star Construction Company Inc.
GC Address: 2401 S. Broadway, Moore Ok
GC Phone Number: 405-317-7683
Owner: Austin Wood Recycling
Contact Name: Keith Paris
Contract Value \$158,945.00
Contact Name: Mike Cooper
Bonded: Yes
Email: mike@silverstarconst.com
Contact Phone: 512-259-7430
Start Date: January 2022 Completion Date: August 2022
Description of Work performed: Excavation, Utilities, Retaining Wall, Stabilization, Asphalt & Concrete Paving 70% Work Performed by Silver Star Construction Company, Inc.

Project Name: SSR-244C(087)SR
GC Name: Silver Star Construction Company Inc.
GC Address: 2401 S. Broadway, Moore Ok
GC Phone Number: 405-618-1372
Owner: ODOT
Contact Name: Tim Miles
Contract Value \$1,800,726.03
Contact Name: Jack Andrews
Bonded: Yes
Email: jandrews@silverstarconst.com
Contact Phone: 405-366-5454
Start Date: February 2023 Completion Date: July 2023
Description of Work performed: Milling, Earthwork, Stabilization, Asphalt Paving
70% Work Performed by Silver Star Construction Company, Inc.

Project Name: Vareena 2 Paving
GC Name: Silver Star Construction Company Inc.
GC Address: 2401 S. Broadway, Moore Ok
GC Phone Number: 405-421-2198
Owner: The Cies Companies
Contact Name: Evan Nixon
Contract Value \$316,355.00
Contact Name: Trish Morris
Bonded: Yes
Email: tmorris@silverstarconst.com
Contact Phone: 405-366-5454
Start Date: March 2023 Completion Date: August 2023
Description of Work performed: Stabilization, Curb/Gutter, Paving
70% Work Performed by Silver Star Construction Company, Inc.



An Employee Owned Company

Silver Star Construction Co., Inc

Main Office- 2401 S. Broadway - Moore, Oklahoma 73160 – (405) 793-1725 / Fax (405) 793-9989

Project Name: Lane Ross BLVD

GC Name: Silver Star Construction Company Inc.

GC Address: 2401 S. Broadway, Moore Ok

GC Phone Number: 405-793-1725

Owner: Sooner Investment Group Inc

Contact Name: Leland Clark

Start Date: March 2023

Contract Value \$1,277,466.00

Contact Name: Michael Cooper

Bonded: Yes

Email: mike@silverstarconst.com

Contact Phone: 405-317-7683

Completion Date: October 2023

Description of Work performed: Utilities, Stabilization, Concrete Paving

70% Work Performed by Silver Star Construction Company, Inc.



An Employee Owned Company

Silver Star Construction Company, Inc
EM Equipment List - Summary

Equipment and Components

Equipment/Component	Vin Number	Date Last Used	Status	Attach To Equip	Comp of Equip
Equipment					
1-145-	DODGE 1 TON				
1-175-	Chevy 1 Ton Flat Bed	3B6MC3668YM241355	01/26/21	Active	
1-201-	Chevy 2500 w/ tool boxes	1GBJC34U36E256868	01/24/22	Active	
1-215-	Chevy 1500 w/ tool boxes	1GCHC24U66E211699	02/12/21	Active	
1-220-	Chevy 2500 w/ tool boxes & equipment.	1GC1CPEA4CZ270095	02/18/22	Active	
1-226-	Ford F550 w/ service bed & equipment	1GC1CVCG4DF175890	04/08/22	Active	
1-227-	Chevy 1500 4x4 w/ dealer installed CNG	1FDUF5HY8BED08896		Active	
1-228-	Chevy 1500 4x4 w/ dealer installed CNG	3GCPKSE70DG304845	12/15/21	Active	
1-230-	Chevy 2500	3GCPKSE75DG279201	09/21/21	Active	
1-236-	Ford F-250 w/ tool boxes	1GC0CVCG6DF217195	06/26/20	Active	
1-240-	2015 Ford F250	1FT7W2A6XEEA03106	04/22/22	Active	
1-241-	2015 Ford F250	1FT7W2A69FEC34189	04/22/22	Active	
1-242-	2015 Ford F-250	1FT7W2A64FEC40448	04/22/22	Active	
1-243-	2019 Dodge 1500	1FT7W2A61FEC46465	12/01/21	Active	
1-244-	2015 Chevrolet 1500	1C6SRFFT5KN713184	04/26/18	Active	
1-245-	2015 Dodge 1500 APS	3GCUKREC7FG115511		Active	
1-246-	2016 Ford F-250	3C6RR6KT9FG637083	07/03/19	Active	
1-247-	2016 Ford F-250	1FT7W2A61GEB97818	02/18/22	Active	
1-248-	2016 Ford F-250	1FT7W2A63GEB97819	04/22/22	Active	
1-249-	2016 Ford F-250	1FT7W2A6XGEB97820	04/19/22	Active	
1-250-	2016 Ford F-250	1FT7W2A61GEB97821	04/22/22	Active	
1-251-	2016 Ford F-250	1FT7W2A63GEB97822	04/23/22	Active	
1-252-	2016 Ford F-250	1FT7W2A65GEB97823	04/22/22	Active	
1-254-	2015 Dodge Ram 1500	1FT7W2A67GEB97824	04/22/22	Active	
1-255-	2016 Ford F-250	1C6RR7GT8FS719989		Active	
1-256-	2016 Ford F-250	1FTBF2A62GED23582		Active	
1-257-	2016 F-350 Flat Bed	1FTBF2A67GEB39772	04/22/22	Active	
1-258-	2015 Ford F-250 4x4	1FD8W3G60GEB1969	04/22/22	Active	
1-259-	2016 Ford F-250 4x4	1FT7W2B60GEB40055	04/22/22	Active	
1-261-	2015 Ford F-250	1FT7W2B69FEC64131	04/22/22	Active	
1-262-	2017 Ford Escape	1FT7W2B6XFEB89089	04/22/22	Active	
1-264-	2017 Ford F-250	1FMCU0F77HUC65522		Active	
1-265-	2017 Ford F-250	1FT7W2A67HEE73887	04/22/22	Active	
1-266-	2018 Chevy 2500	1FT7W2A69HEE73888	04/22/22	Active	
1-267-	2018 Chevy 2500	1GC1CUEG5JF146319	04/22/22	Active	
1-268-	2019 Ford F-250	1GC1CUEGXJF148471	04/22/22	Active	
1-269-	2019 Ford F-250	1FT7W2A64KEC13633	04/22/22	Active	
1-270-	2019 Ford F-550	1FT7W2A66KEC13634	04/19/22	Active	
1-271-	2015 DODGE RAM	1FDUF5GT8KEC46213		Active	
1-272-	2019 Ford F-250	1C6RR7LT6FS774107	04/01/22	Active	
1-273-	2018 Chevy 1500	1FTBF2B61KEC13629	11/05/21	Active	
1-274-	Craig's Leased Yukon Denali	3GCPCREC3JG588213	04/21/22	Active	
1-275-	2019 Ford F-250			Active	
1-276-	2019 Ford F-250	1FT7W2A69KEE41997	04/22/22	Active	
1-277-	2019 Ford F250 4x4	1FT7W2A60KEE41998	04/22/22	Active	
1-278-	2019 Ford F-250 4x4	1FT7W2B62KEC83257	04/24/22	Active	
1-279-	2019 Ford F-250	1FT7W2B62KED45918	07/10/20	Active	
1-280-	2019 Ford F-350	1FT7W2A62KED82095	04/22/22	Active	
1-281-	2019 Ford F-350	1FD8W3G61KEF12297	04/22/22	Active	
1-282-	2019 Ford F-350	1FD8W3G61KEE90026	04/19/22	Active	
1-283-	2019 Ford F-350	1FD8W3GT3KED19316	01/08/22	Active	
1-284-	2019 Ford F-150	1FD8W3HT6KED95711	04/22/22	Active	
1-285-	2019 Ford F-150	1FTEW1C60KKC31425		Active	
1-286-	2019 Ford F-150	1FTMF1CB7KKD96499		Active	
		1FTMF1EB1KKD89030		Active	

Silver Star Construction Company, Inc
EM Equipment List - Summary

Equipment and Components

Equipment/Component	Vin Number	Date Last Used	Status	Attach To Equip	Comp of Equip
Equipment					- Continued
1-287-	2019 Chevy 1500	2GCVKNEC8K1210353	04/22/22	Active	
1-288-	2019 Chevy 1500	2GCVKNECCK1213285	04/22/22	Active	
1-289-	2019 Ford F-250	1FT7W2B61KEF96252	04/22/22	Active	
1-290-	2019 Ford F-150	1FTEW1E54KKE69744		Active	
1-291-	2017 Ford F-150 XLT	1FTEW1EF0HKC42858		Active	
1-292-	2017 GMC Savana	7GZ377CG6HN901197		Active	
1-293-	2020 Ford F-350	1FD8W3G65LEE52834	04/22/22	Active	
1-294-	2020 Ford F-150	1FTEW1E47LFA94143		Active	
1-295-	Ram 1500	1C6RR8FG4MS506453	10/21/21	Active	
1-296-	Ford F-350	1FDRF3G6XLEE47472		Active	
1-297-	Ford F-250	1FTBF2A67LEE46806	04/22/22	Active	
1-300-	2016 Ford F-250 (RH-101)	1FT7W2B68GEA12615	03/17/22	Active	
1-301-	2016 Ford F-250 (RH-102)	1FT7W2B66GEA12614	04/22/22	Active	
1-302-	2018 FORD F-250 LARIAT CREW CAB (F	1FT7W2B6XJEC56502	09/17/21	Active	
1-303-	2019 FORD F250 CREW CAB (RH-105)	1FT7W2B60KEC83256	04/22/22	Active	
1-304-	2019 FORD F250 CREW CAB (RH-106)	1FT7W2B64KEC83256	04/23/22	Active	
1-305-	Ford F350	1FD8W3GN2NED57271		Active	
1-306-	Ford F350	1FDRF3GN4NEC96204		Active	
1-307-	2022 RAM Tradesman 3500 4x4	3C63R3GJ8NG207177		Active	
1-307-A	Flatbed Upfit			Active	
1-308-	2022 RAM Tradesman 3500 4x4	3C63R3GJ2NG207179		Active	
1-308-A	Flatbed Upfit			Active	
1-309-	2022 Ford F-250	1FT7W2B65NED83566		Active	
1-309-A	Flatbed Upfit			Active	
1-310-	2022 Ford F250D 4D Crew Cab	1FT7W2A66NEE16964		Active	
1-310-A	Flatbed Upfit			Active	
1-311-A	Flatbed Upfit			Active	
1-312-A	Flatbed Upfit			Active	
1-313-A	Flatbed Upfit			Active	
1-314-A	Flatbed Upfit			Active	
1-315-A	Flatbed Upfit			Active	
1-316-A	Flatbed Upfit			Active	
1-317-	Ram 1500 Quad Crew	1C6RR8FG7NS148170		Active	
2-122-	Ford F 650 Crew Tr. Crew - 60000 - Singl	3FRWW65H84V673290	04/22/22	Active	
2-125-	RD Mack Dump Truck DT - 54000 - Tande	1M2P264Y1PM103592	02/02/22	Active	
2-126-	International Haul Truck Semi - 90000 - Ti	1HSXRSCT86J381976	01/29/20	Active	
2-130-	International 9200 Semi - 90000 - Tander	2HSCAMR6YC029544	09/14/21	Active	
2-137-	Ford 7000 Water Truck WT - 36000 - Sing	1FDWK70U3HVA25419	04/21/22	Active	
2-142-	International 9400 Semi Semi - 90000 - Te	3HSCNAMR42N047207	07/30/15	Active	
2-146-	International 9400i Semi Semi - 90000 - T	2HSCNAER31C014441	04/14/22	Active	
2-149-	Ford 350 Econoline Service Truck Service	1FDWE35L1YHA86153		Active	
2-156-	International 9100i Semi - 90000 - Tander	2HSCBAMR93C059137	08/25/15	Active	
2-161-	Mack CH613 Service Truck Service Less	1M1AA13Y8WW086284		Active	
2-162-	International-Flat Bed	1HTSCNEM3LH284984	04/20/22	Active	
2-168-	International ProStar - Lease Semi - 9000	3HSDJAPREN771657a	10/28/17	Active	
2-169-	International 5900i Dump Truck w/ dump l	3HTNUAPR2EN774756	02/23/22	Active	
2-169-A	INTL DUMP TRK	3HTNUAPR2EN774756		Active	
2-170-	International 5900i Dump Truck w/ dump l	3HTNUAPR9EN774754	03/11/22	Active	
2-170-A	INTL DUMP TRK	3HTNUAPR9EN774754		Active	
2-171-	International 5900i Dump Truck dump bec	3HTNUAPR0EN774755	03/11/22	Active	
2-171-A	INTL DUMP TRK	3HTNUAPR0EN774755		Active	
2-172-	International 5900i Dump Truck w/ dump l	3HTNUAPR4EN774757	03/11/22	Active	
2-172-A	INTL DUMP TRK	3HTNUAPR4EN774757		Active	
2-174-	2011 Mack CH613 Haul Truck	1M1AN07Y1BM007150	09/22/21	Active	

Silver Star Construction Company, Inc
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- Continued					
2-175-	2007 Kenworth T 800 Dump Truck	1XKDD89X87J147208	04/22/22	Active	
2-176-	2006 Kenworth T 800 Dump Truck	1XKDD89X06J147203	04/23/22	Active	
2-177-	2015 International 7600	3HAGSSNT6FL664270	02/12/21	Active	
2-178-	2015 International 7600	3HAGSSNT8FL664271	02/12/21	Active	
2-179-	2017 Kenworth T270	2NKHHM6XXHM143218		Active	
2-180-	2013 Peterbuilt PB337	2NP2HN6XXDM193004	04/19/22	Active	
2-181-	2019 Kenworth T880 (lease)	1XKYD49X0KJ256137		Active	
2-182-	2019 Kenworth T880 (lease)	1XKZD40X9KJ300346		Active	
2-183-	2019 Kenworth T800 (lease)	1XKZD40X5KJ300344		Active	
2-184-	2019 Kenworth T880 (lease)	1XKZD40X7KJ300345		Active	
2-185-	2019 Kenworth T880 (lease)	1XKZD40X4KJ300349	06/01/19	Active	
2-186-	2019 Kenworth T880 (lease)	1XKZD40X2KJ300348		Active	
2-187-	Kenworth T800	1XKDD49X4EJ399305		Active	
2-188-	2014 Kenworth T800	1XKDPPTXXEJ419736		Active	
2-189-	Kenworth T880 Dump Truck	1NKZX4TX3MJ458259		Active	
2-190-	Kenworth T880 Dump Truck	1NKZX4TXXMJ458260	03/11/22	Active	
2-191-	Kenworth T880 Dump Truck		02/24/22	Active	
2-192-	Kenworth T880 Dump Truck		02/04/22	Active	
2-193-	Kenworth T880 Dump Truck			Active	
2-194-	2021 Kenworth T880	1XKZD40X7MJ464343		Active	
2-195-	2021 Kenworth T880	1XKZD40X9MJ464344		Active	
2-196-	2021 Kenworth T880			Active	
2-197-	2021 Kenworth T880			Active	
2-198-	2021 Kenworth T880			Active	
2-199-	2019 Kenworth T800W Haul Truck	1XKDP4TX1KR233370		Active	
2-200-	2019 Kenworth T800W Haul Truck	1XKDP4TX3KR233371		Active	
3-102-	MACK WATER TRUCK WT - 45000 - Tar	R688 ST-1M2N187Y5GA015851	03/12/21	Active	
3-104-	International WT - 36000 - Single	1HTLDTVN4EHA29961	11/06/19	Active	
3-107-	International WT WT - 45000 - Tandem	1HSGGBAR8RH573639	04/19/22	Active	
3-109-	Mack R686 Truck-Tractor WT - 45000 - Te	1M2N179Y7HA008246	08/18/20	Active	
3-110-	TRADEWAY TANK TRAILER	T 150 T81008	01/11/22	Active	
3-111-	AMERICAN TANK TRAILER	1PMC14122B2001106	04/14/22	Active	
3-121-	Mack-613 Truck Tractor WT - 45000 - Tan	1M2AA14Y3RW035192	04/23/22	Active	
3-124-	MACK TRUCK TRACTOR WT - 45000 -	R688 ST-1M2N187Y1GA015846	03/04/22	Active	
3-126-	Mack R688ST	1M2N187Y5JA020989	08/03/21	Active	
3-127-	International	1HTMMAAL56H211194	04/22/22	Active	
3-128-	Mack CH 612 WT - 45000 - Tandem	1M2AA07Y4LW001176	04/12/21	Active	
3-130-	International 9400	2HSCNAMR22C027085	04/22/22	Active	
3-131-	Mack	1M1AA14Y61W134033	04/19/22	Active	
3-132-	International	3HSCEAXRX4N090495	04/18/22	Active	
3-133-	International (Not Auto) Off road use only.	2HSFAMMR7YC029698	04/21/22	Active	
3-134-	1998 Mack CH613	1M2AA13Y7WW089687	04/21/22	Active	
3-135-	Niece NPT120 Water Tower	1N9T12019DK303013		Active	
3-136-	John Deere 250D ADT	BE250DT201402	04/14/22	Active	
3-137-	Freightliner Water Truck	1FVHCYCY1HHJG4333	03/16/22	Active	
3-138-	Freightliner Water Truck	1FVHCYFE0JHJY9915	04/20/22	Active	
3-139-	2005 JD 250D Articulated Dump Truck	BE250DT201535		Active	
3-139-A	Water Tank for 250D			Active	
4-103-	2016 International 7300 Distributor Truck (2	3HAZZMMN2GL207606	09/22/21	Active	
4-104-	Kenworth T370 Tack Truck	2NKH LJ9X8NM466015		Active	
5-121-	Travis 34' Alum-End Dump	48X1F2822Y1000804	08/25/15	Active	
5-122-	Clement Rock - Demo	5C2BB32B5YM002335	09/09/17	Active	
5-131-	LBT Aluminum	1L931P8F071224066		Active	
5-132-	Lone Star Flat Deck	5VYGF27217H000565	04/22/21	Active	

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- Continued					
Equipment					
5-133-	Lone Star Flat Deck	5VYGF25297H000140	07/28/21	Active	
5-134-	Travis End Dump	48X1E342281005984	10/28/17	Active	
5-135-	Travis End Dump	48X1E342481005985	10/28/17	Active	
5-136-	Travis End Dump	48X1E342681005986	08/31/18	Active	
5-137-	Trail King Low Boy Trailer	1TKJ052348B093140		Active	
5-137-a	Trail King Flip Axle TK22FA - Flip Axle	1TKS005128M014859	08/11/17	Active	
5-137-b	Trail King TK110 Paver Special Stinger	1TKJ052348B093140		Active	
5-138-	Polar Tank Trailer	1PMB1422X82033725	10/28/17	Active	
5-139-	Polar Tank Trailer	1PMB1422182033726	07/31/15	Active	
5-140-	Travis End Dump	48X1E342381006268	12/11/20	Active	
5-141-	Travis End Dump	48X1E342581006269	10/27/17	Active	
5-143-	Lamar 30' Gooseneck 30 ft. trailer	5RVGN30248M000452	04/21/22	Active	
5-144-	Load King	5LKL5135491027576	01/11/20	Active	
5-145-	Stephens Pneumatic	1S9AL15887H474180	04/22/22	Active	
5-146-	Stephens Pneumatic	1S9AL15BX7H474181	04/13/21	Active	
5-147-	Stephens Pneumatic	1S9AL15B17H474182	08/24/15	Active	
5-149-	Stephens Pneumatic	1S9AL15B17H474330	07/30/15	Active	
5-150-	Beishe DT22 DT22	16JF0222771043345		Active	
5-153-	Mac End Dump	5MADN3425BC020545	10/28/17	Active	
5-154-	Mac End Dump	5MADN3427BC020546	10/28/17	Active	
5-155-	Mac End Dump	5MADM3429BC020547	10/28/17	Active	
5-156-	Interstate Tilt Top	1JKTDL406CM011842	12/30/16	Active	
5-157-	Maxey Welding Inc. Gooseneck Trailer	55DGN3028CM000388	01/08/22	Active	
5-158-	Mac Pneumatic	5MATA4220EA029041	09/07/17	Active	
5-160-	Mac End Dump	5MADN3424EC029418	11/13/17	Active	
5-161-	Tex Goosneck Trailer 14e124gn	16VEX2427B2374299	01/22/21	Active	
5-162-	Beishe WB-12	16FJ01823D1047182		Active	
5-163-	2010 Etnyre 65ton 2+3+2 Lowboy Trailer	12828NH-01/1E9304368AE111113		Active	
5-163-a	2010 ETTYRE JEEP DOLLY	12829JNH/1E9304383AE111118		Active	
5-163-B	2010 ETTYRE DUAL AXLE STRINGER	12831ANH/1E930436XAE111115		Active	
5-163-C	2010 ETTYRE FLIP AXLE	12830ANH/1E9304368AE111114		Active	
5-164-	2018 BigTex 22GN-20BK+5	16VGX2020J6025717	03/12/20	Active	
5-168-	Maxey Gooseneck Trailer	5R8BC2027LM088248	04/28/21	Active	
5-169-	Maxey Gooseneck Trailer	5R8BC2029LM068249	12/28/20	Active	
5-170-	Trail King TK110HDG Advantage Plus	1TKJ05633LM023958		Active	
5-171-	Heil Pneumatic 1600 cuft	5HTSN4727F7W93797		Active	
5-172-	VIM Tack Tanker	801938		Active	
5-173-	Trailking TK80HT			Active	
5-174-	Lamar Trailer Gooseneck Straight Deck (F	5RVGN3529CM009570		Active	
6-103-	Shopbuilt Cargo trailer Cargo Trailer	149D0162961051582	10/19/17	Active	
6-106-	Terry Trailer Utility Trailer	5BSCU1823C000653	06/02/17	Active	
6-112-	CM Cargo Mate Cargo Trailer	49TCB142941066186	12/01/15	Active	
6-114-	16' C&M Trailer Utility Trailer	1CAPT162X57028867		Active	
6-117-	W-W Cargo Cargo Trailer	11W3C16227W295162		Active	
6-119-	Maxey Trailer Utility Trailer	5R8CH18286M001876		Active	
6-120-	W-W Cargo Cargo Trailer	11WHC16207W298728	04/22/22	Active	
6-121-	W-W Cargo Cargo Trailer	11WHC16247W298733	04/27/21	Active	
6-122-	W-W Cargo Cargo Trailer	11WHC18207W298984	02/06/16	Active	
6-123-	Lamar Heavy Hauler Heavy Hauler Trailer	5RVCH22298M002176		Active	
6-124-	Shop Built 2 axle Utility Trailer	960865539A	03/05/21	Active	
6-125-	W-W Cargo Cargo Trailer	11WHC16269W302980	08/20/20	Active	
6-126-	Big Tex Lawn Trailer 70LR-16BK	16VNX1629A2E62390		Active	
6-127-	W-W Cargo 8' x 16' Cargo	11WHC1623BW305969	11/24/18	Active	
6-130-	Maxey Carhauler (City Crew) Heavy Haul	5R8CH2225CM021304	04/01/22	Active	

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- Continued					
6-131-	Maxey Carhauler (Mustang Crew) Heavy	5R8CH2021BM020569			Active
6-132-	Maxey Carhauler Heavy Hauler Trailer	5R8CH2225CM022324	02/28/21		Active
6-133-	Big Tex Pipe Rail Heavy Hauler Trailer	16VPX182752378466	04/18/22		Active
6-134-	Titan Cargo Trailer 5'x10' Cargo Trailer	5D2C51019E1008097	09/14/20		Active
6-135-	Titan Cargo Trailer 5'x10' Cargo Trailer	5D2C51010E1008098			Active
6-137-	"Maxey 20'x83"" Car Hauler Heavy Hauler	5R8CH2020EM030319	04/22/22		Active
6-138-	Interstate Trailer I-714TA2 Cargo Trailer	1VK500F23A1067701	08/21/19		Active
6-139-	Texas Bragg 83x20 Utility Trailer 81 Utility	17XFP1017E1039270	07/02/20		Active
6-140-	2015 PJ 20' Equipment Trailer	4P5CC2022F1225109	04/22/22		Active
6-141-	2016 Load Trail 83"x20' Tandem Axle Car	4ZECH2025G1099062	01/23/19		Active
6-142-	Horse Creek 20x102 Deck Over	5BSCB202XGC032028	01/27/22		Active
6-143-	PJ 83" Channel Utility Trailer	3CVU81411G2546002	12/20/21		Active
6-144-	2016 PJ 22'x8" Tilt Deck	4P5T82227G1254434	12/20/21		Active
6-145-	2017 CM 16'x6'8" Cargo Trailer	49TCB1620H1023424			Active
6-146-	2017 Horse Creek 22'x83" Car Hauler	5BSCB2223HC033195	12/17/20		Active
6-147-	2017 Top Hat 12'x77" Utility Trailer	4R7BU1214HT163885	06/21/21		Active
6-148-	2016 Lamar 12'x77" Utility Trailer (water t	5RVUE1221GP041252	04/08/22		Active
6-149-	2017 Cargo Mat 14'x8'8"x6'8" Cargo Trail	49TCB1423H1023632	04/22/22		Active
6-150-	2018 Big Tex 30SA-08BK4RG	16VA081XJ2021865	05/28/21		Active
6-151-	CM 16' Cargo Trailer	49TCB1627J1027069			Active
6-152-	Cargo Trailer 8'x18'	5WWBL1822N6019304			Active
6-153-	Cargo Trailer 8'x18'	5WWBL1824N6019305			Active
6-154-	Cargo Trailer 8'x18'	5WWBL1828N6019887			Active
6-155-	Cargo Trailer 8'x18'	5WWBL182XN6019888			Active
6-156-	2015 Tool Trailer CM (RH-501)	49TCB1623F1016626	03/30/22		Active
6-157-	2015 Tool Trailer Covered Wagon (RH-50	53FBE1620FF017072	06/23/20		Active
6-158-	2015 PJ Trailer (RH-503)	4P5CC2023F1226012	02/10/22		Active
6-159-	2016 Tool Trailer CM (RH-504)	49TCB1624G1018922	04/08/22		Active
6-160-	2016 Tool Trailer CM (RH-505)	49TCB1626G1018923	03/16/22		Active
7-103-	MF253 BOX BLADE TRACTOR	A36190	04/20/22		Active
7-112-	John Deere 9630 w/ computer equipment	RW9630E003967	11/10/21		Active
7-113-	Case Tractor IH - SYX 450	JEE 105858	06/08/16		Active
7-116-	2014 John Deere 9560R Scraper Tractor	1RW9560RTEE012236	04/11/22		Active
7-117-	2013 John Deere 9560R	1RW9560RADE006735	02/16/22		Active
7-119-	John Deere 9620R	1RW9620RCFE017460	04/22/22		Active
7-120-	John Deere 9570R	1RW9570RCFE017644	04/22/22		Active
7-121-	John Deere 9570R	1RW9570RKJE062024	03/30/22		Active
7-122-	John Deere 9570R	1RW9570RAME067332	04/22/22		Active
8-101-	OFFSET DISC 12' JOHN DEERE	PK-01	07/17/18		Active
8-102-	OFFSET DISC FORD	FORD 219 DISC			Active
8-105-	OFFSET CHISEL PLOW	No Serial Number	03/07/15		Active
8-106-	Plow	No Serial Number			Active
8-108-	Brush Hog	Model 2615 Ser. 12-32085	06/22/16		Active
8-109-	Cattle Guard 1/2 (30x20)	Shop built			Active
8-110-	Cattle Guard 1/2 (30x20)	Shop built			Active
8-112-	Brush Hog Squeller		03/03/15		Active
8-113-	Cimmaron 6' Brush Cutter 6100T	112530323	04/29/15		Active
8-114-	2017 Hollow 500 Seeder Spreader				Active
8-115-	Dual GPS GX-75 w/PSWD's	1418-01670			Active
9-112-	Bomag MPH 362R-2	901B23001637	04/18/22		Active
9-113-	Bomag MPH 362R-2	901B23001651	04/19/22		Active
9-114-	Bomag MPH 362R-2	901B23001657	04/19/22		Active
9-115-	2015 Wirtgen WR200XLI	08WR.0023	04/19/22		Active
9-116-	Wirtgen WR240i	10WR.1166	04/02/22		Active

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10-104-	Bomag BM600 Milling Machine	101882111016	03/05/22	Active	
10-105-	Wirtgen W200i Milling Machine	1420.1658	04/08/22	Active	
10-106-	Wirtgen W250Fi		01/19/22	Active	
11-110-	CP563D Compactor	9ZW00145	04/21/22	Active	
11-111-	ISD 105 F Ingersoll Rand Roller	177184	11/24/21	Active	
11-112-	Padfoot/Smooth Roller	SD 105DX 176769 - Kirby	12/24/20	Active	
11-113-	Dynapac CA362D	731204879	04/18/22	Active	
11-115-	Bomag BW213PDH3	901581521092	04/19/22	Active	
11-117-	Dynapac CA3500D	10000168TKA025483	01/29/22	Active	
11-118-	Hamm H12i Compactor	H2840119	04/19/22	Active	
11-119-	2017 Hamm H12IP 84" Single Padfoot Ca	H2350345	04/22/22	Active	
12-108-	Dynapac CP142 Pneu Tire Roller	2163BR2325	04/22/22	Active	
12-109-	Dynapac CP142	10000500JOB001402	01/13/22	Active	
12-110-	Dynapac CP1200 Roller	10000510EHB005209	04/12/22	Active	
12-111-	Sakai GW754		04/22/22	Active	
13-109-	Dynapac CC324HF	284S00031	02/11/22	Active	
13-112-	Dynapac CC524HF	10000347A0A011594	02/11/22	Active	
13-113-	Dynapac CC1200	10000332H0A013077	04/14/22	Active	
13-114-	Dynapac CC1200	10000332A0A013190	04/22/22	Active	
13-115-	Dynapac CC5200	10000347KGA017478	04/14/22	Active	
13-116-	Hamm HD+90iVV	H2420392	04/22/22	Active	
13-117-	Hamm HD+90iVV		03/31/22	Active	
13-118-	Dynaoc CC4200	100000436TJA023462	04/06/22	Active	
13-119-	Hamm HD+90iVV	H2730034	04/22/22	Active	
13-120-	Hamm HD+90iVV-S		04/20/22	Active	
14-105-	Cat 1055 D Paver	FAC 00390	11/17/21	Active	
14-109-	Blaw Know RW-100	0956-025	12/05/20	Active	
14-110-	Peerless Pugmill	22450	05/04/15	Active	
14-112-	Cat 1055E Paver	CATAP105ATJF00409	04/12/22	Active	
14-113-	Weiler 2850 MTV	E2850-1155	03/10/22	Active	
14-114-	2015 Cat AP655F	CATAP655HM600153	04/15/22	Active	
14-115-	Weiler Hopper for MTV		10/04/19	Active	
14-116-	2010 WEILER E1250A Remix Vehicle	ID-U82254-S/N 1077	03/31/22	Active	
14-117-	Raytech Tech 48 Infrared Heater	T49T048BXWCT49032	09/28/18	Active	
14-118-	Infrared Heater 4x3	74473129		Active	
14-119-	MOBA IR/GPS paving system		01/25/22	Active	
14-120-	Vogele 2000-3i	1174.0219	04/20/22	Active	
14-121-	Vogele Super 2000-3i	1174.0295	04/22/22	Active	
15-103-	SF-2700 Power Paver	727111	05/14/21	Active	
15-104-	5700C Power Curber	57C02-07-1032016	02/10/22	Active	
15-106-	Allen 3200B-TC	031101-3200B-TC		Active	
15-107-	Impactor 3000H	KG13R05199	10/13/20	Active	
15-110-	Power Curber 5700C w/GPS Controls	57C07-15-0232377	12/20/21	Active	
15-111-	Power Curber 5700C	57C07-16-1032482	04/01/22	Active	
15-112-	Ligchine Boss 240	1393	01/18/22	Active	
16-108-	John Deere 310 SJ	T0310SJ155834	04/22/22	Active	
16-109-	John Deere 210LJ	1T0210LJAA0890290	04/23/22	Active	
16-110-	John Deere 310SG	957403	04/21/22	Active	
16-111-	John Deere 210K	1T8210KXCC0891202	04/04/22	Active	
16-112-	John Deere 210L	1T8210LXAJF894659	04/09/22	Active	
16-113-	John Deere 410LXT Loader Backhoe (RH)	1T0410LXHJF332894	02/01/22	Active	
17-105-	Broce Broom KR350	406606	06/30/21	Active	
17-106-	Broce Broom RCT350	410528	04/13/22	Active	
17-107-	Broce Broom RCT350	412377	03/07/22	Active	

**Silver Star Construction Company, Inc
EM Equipment List - Summary**

Equipment and Components

Equipment/Component	Vin Number	Date		Attach To Equip	Comp of Equip
		Last Used	Status		
Equipment					- Continued
17-189- Brocke Broom KR350	407093	02/11/22	Active		
18-111- John Deere 844K	1DW644KZVCE649513	04/20/22	Active		
18-113- John Deere 744K Loader	1DW744KXJFF672871	09/16/21	Active		
18-114- John Deere 644K Loader	1DW644KZVKF697618	04/22/22	Active		
18-115- John Deere 744L Loader	1DW744LXCLF704836		Active		
18-116- John Deere 644K Loader	1DW844KZEKF701964	03/14/22	Active		
18-117- John Deere 644K	1DW644KZHLF704671	04/19/22	Active		
18-118- John Deere 844K		04/15/22	Active		
18-119- John Deere 544P		03/28/22	Active		
18-120- John Deere 444K Loader (RH-201)	1DW444KZEDE650899	04/21/22	Active		
19-121- Bobcat S250	A5GM37919	11/10/20	Active		
19-127- Bobcat S650	A3NV23487	04/13/22	Active		
19-130- Bobcat S650	ALJ812291	04/19/22	Active		
19-136- 2015 Bobcat S650	ALJ815826	06/30/21	Active		
19-137- Bobcat T250	525614478	11/20/20	Active		
19-139- Bobcat S650	ALJ816527	04/22/22	Active		
19-140- 2016 John Deere 329E Skid Steer	1T0329EEGE293345	04/22/22	Active		
19-141- John Deere 331G Track Loader	1T0331GKKHF317074	04/21/22	Active		
19-142- John Deere 331G	1T0331GMVKF356051	04/20/22	Active		
19-143- John Deere 324G	1T0324GMPKJ366400	04/22/22	Active		
19-144- John Deere 324G	1T0324GMEKJ366747	04/22/22	Active		
19-145- John Deere 333G CTL	1T0333GKPLF384115	04/22/22	Active		
19-146- John Deere 324G Skid Steer	1T0324GMALJ389099	04/22/22	Active		
19-147- John Deere 324G Skid Steer	1T0324GMKLJ389114	04/19/22	Active		
19-148- John Deere 324G Skid Steer	1T0324GMVLJ389344	04/22/22	Active		
19-149- John Deere 324G Skid Steer	1T0324GMELJ389351	04/22/22	Active		
19-150- JD 332G Skid Steer	1T0332GMJNF420385		Active		
19-151- JD 332G Skid Steer	1T0332GMENF420749		Active		
19-153- Bobcat S650 (RH-401)	ALJ814048	04/22/22	Active		
20-101- BOBCAT MILLING MACHINE HT	303800133	06/24/20	Active		
20-102- "BOBCAT BROOM 72" "	435401435	08/20/19	Active		
20-103- BOBCAT TOOTH BUCKET	494OZ		Active		
20-104- BOBCAT FORKS	N/A		Active		
20-105- BOBCAT SMOOTH BUCKETS (2)	6703927 B88794		Active		
20-106- 2560 BREAKER	SN 1634	03/20/17	Active		
20-107- "3274 66" BUCKET "	804377	02/28/17	Active		
20-108- "3927 66" BUCKET "	49402		Active		
20-109- "72" BROOM "	No Serial Number	09/18/19	Active		
20-110- AUGER ATTACHMENT FOR BOBCAT	856303874		Active		
20-111- BOBCAT MILLING MACHINE	23M00528		Active		
20-112- "BOBCAT 66" BUCKET "	G69897		Active		
20-115- Melrose Smooth Lip Bucket	G21856		Active		
20-116- "Bobcat 66" Grapple "	477003521	06/07/21	Active		
20-117- "Bobcat 66" Fork Grapple "	425500273		Active		
20-121- "72" Bobcat Sweeper "	783710753--White Star		Active		
20-122- "73" Grapple Rake "	SG73396		Active		
20-123- Drop Hammer	180001.17		Active		
20-124- Auger Model 15	878486173		Active		
20-125- Pallet Ford	944214573		Active		
20-126- Stanley Breaker	589		Active		
20-127- Milling Machine	231200453		Active		
20-128- Terminator 6' Rotary Mower 6000	709171		Active		
20-129- "14" Planer Standard Flow "	231200552		Active		
20-131- Breaker	A00Y03961	08/28/19	Active		

Silver Star Construction Company, Inc
EM Equipment List - Summary

Equipment and Components

Equipment/Component	Vin Number	Date Last Used	Status	Attach To Equip	Comp of Equip
Equipment					- Continued
20-132-	"72" Sweeper "	783721106			Active
20-133-	"12" Planer "	835			Active
20-134-	Kent Breaker model:KF4QT	11086			Active
20-135-	Bobcat 15C Auger	944231260			Active
20-136-	Bobcat 15C Auger	944231259			Active
20-137-	Cyclone 9W-3500 Concrete Breaker	18001023	04/07/22		Active
20-138-	"Bobcat 72" Sweeper "	783718890			Active
20-139-	"Bobcat 72" Sweeper "	783729947			Active
20-140-	"Bobcat 82" Root Grapple "	AF0N02573			Active
20-141-	"Bobcat 72" Sweeper "	783733923	10/05/20		Active
20-142-	Bradco 89559 Power Rake	114193			Active
20-143-	Bobcat Standard Flow 14" Planer	AKS302366	04/24/19		Active
20-144-	Bobcat 15C Auger "Holcim"	944251802	04/19/19		Active
20-145-	2015 Bobcat 14" Standard Flow Planer	AKS302404			Active
20-146-	2015 Bobcat 72" Sweeper	783737454	04/13/20		Active
20-147-	2015 Bobcat 72" Sweeper	783737465			Active
20-148-	2016 Indeco HP 500 Hydraulic Hammer	26956	07/23/20		Active
20-149-	2015 FRD KF4SS Hydraulic Breaker	F4-7729	03/04/21		Active
20-150-	2017 Fiatliner FL36 Asphalt Profiler	361017.09			Active
20-151-	Paladin 72" Sweeper w/ water	1737080	07/30/20		Active
20-152-	2018 John Deere HH60C Hydraulic Break	1T0HH60CTJ0000473			Active
20-153-	2019 John Deere BR72C Broom	1T0BR72CAJ0000004			Active
20-154-	2019 John Deere BR72C Broom	1T0BR72CAJ0000052			Active
20-155-	2019 Virnig Pallet Forks	145638			Active
20-156-	John Deere BR72C Broom	1T0BR72CEK0000090			Active
20-157-	John Deere BR72C Broom	1T0BR72CEJ0000086			Active
20-158-	John Deere HH60C Hammer		03/14/22		Active
20-159-	Bobcat HB980	A00Y05439			Active
20-160-	Petromat Rolling Attachment	Shiop Made			Active
20-161-	78" Land Planer				Active
20-162-	Caterpillar ARM GP Boom Attachment (R)	1XR1-2183			Active
20-163-	2021 JD HH60C Hydraulic Hammer	1T0H860CKL000101			Active
20-164-	2021 JD HH60C Hydraulic Hammer	1T0HH60CAM0001023			Active
21-132-	John Deere Scraper Bowl 2112E	82112E080423	02/22/22		Active
21-133-	John Deere Scraper Bowl 2112E	82112E080424	02/10/22		Active
21-134-	John Deere Scraper Bowl 2112E	T82112E80458	04/11/22		Active
21-135-	John Deere Scraper Bowl 2112E	T82112E80459	04/11/22		Active
21-143-	John Deere 2112E Scraper Bowl	1T82112EEC0120850	04/22/22		Active
21-144-	John Deere 2112E Scraper Bowl	1T82112ECC0120851	02/21/22		Active
21-145-	2014 John Deere 2112E	1T82112EVE0120960	04/22/22		Active
21-146-	2014 John Deere 2112E	1T82112ELE0120959	04/22/22		Active
21-147-	John Deere 2112E Scraper	1T82112EKA0100817	08/17/20		Active
21-148-	John Deere 2112E Scraper	1T82112EPA0100816	01/08/21		Active
21-149-	John Deere 2412DE Scaper	1T82412EAFD415110	03/30/22		Active
21-150-	John Deere 2412DE Scaper	1T82412ECHD416158	03/30/22		Active
21-151-	John Deere 2412DE Scraper Bowl	1T82412EAJD416203	04/22/22		Active
21-152-	John Deere 2412DE Scraper Bowl	1T82412EHJD416205	04/22/22		Active
21-153-	John Deere 2412DE Scraper Bowl	1T82412ELJD416185	04/22/22		Active
21-154-	John Deere 2412DE Scraper Bowl	1T82412ECJD416210	02/21/22		Active
22-115-	John Deere 700J XLT	T0700JX164513	04/19/22		Active
22-116-	Komatsu D65EX15EQ	69060	04/23/22		Active
22-117-	John Deer 750K Dozer	1T0750KXADE246203	04/22/22		Active
22-119-	John Deere 650K Dozer	1T0650KXCCE228099	04/22/22		Active
22-120-	John Deere 700K Smartgrade Dozer	1T0700KXTGF294785	04/15/22		Active

Silver Star Construction Company, Inc
EM Equipment List - Summary

Equipment and Components

Equipment/Component	Vin Number	Date Last Used	Status	Attach To Equip	Comp of Equip
Equipment					- Continued
22-121-	John Deere 700K Smartgrade Dozer	1T0700KXEKF363416	04/22/22	Active	
22-122-	John Deere 700K Smart Grade	1T0700KXTGF298061	12/06/21	Active	
22-124-	Komatsu D37EX-24 (RH-701)	85327	03/30/22	Active	
23-107-	Komatsu Excavator-PC138USLC	KM02517	04/14/22	Active	
23-113-	JD 50D	FF050DX270540	04/18/22	Active	
23-114-	Komatsu PC220LC-8	A88488	03/08/22	Active	
23-115-	John Deere 35G	1FF035GXVDK270025	04/22/22	Active	
23-116-	John Deere 210G LC	1FF210GXADE521174	04/22/22	Active	
23-117-	John Deere 290GLC	1FF290GXCDE705763	04/08/22	Active	
23-119-	John Deere 135G Excavator	1FF135GXPEE400853	04/21/22	Active	
23-120-	John Deere 210G Excavator	1FF210GXPDE521118	11/18/21	Active	
23-124-	John Deere 245G Excavator (RH-302)	1FF245GXAFE600836	04/22/22	Active	
23-125-	2020 John Deere 300G Excavator	1FF300GXLFKF731435	04/22/22	Active	
24-120-	JD 872D (Lease Purchase) W \$70000 ED	872DX601721	01/08/19	Active	
24-123-	John Deere 772G w \$70000 EDP equipm	1DW772GPHCE645294	04/12/22	Active	
24-125-	2015 John Deere 772G Motor Grader	1DW772GXKEF666392	04/21/22	Active	
24-126-	John Deere 772G Motor Grader	1DW772GXHCE643870	04/19/22	Active	
24-127-	John Deere 772G Motor Grader	1DW772GX627206	04/19/22	Active	
24-128-	John Deere 772G Motor Grader	1DW772GXTA0629236	04/08/22	Active	
24-129-	John Deere 772G Motor Grader	1DW772GXCA0632467	04/22/22	Active	
24-130-	John Deere 672GP Motor Grader WCont	1DW672GPEGF674260	04/20/22	Active	
24-131-	John Deere 772G Motor Grader/Control	1DW772GXJGF678417	04/23/22	Active	
24-132-	John Deere 772G Motor Grader	1DW772GXEGF678491	04/22/22	Active	
24-133-	John Deere 772G Motor Grader	1DW772GPKJF690637		Active	
24-134-	John Deere 772GP Smartgrade	1DW772GPAHF682702	04/22/22	Active	
24-135-	John Deere 772GP Motor Grader	1DW772GPCKF702791		Active	
24-136-	John Deere 772G Smartgrade		04/22/22	Active	
25-101-	AIR CURTAIN DESTRUCTOR	13289	06/11/21	Active	
25-102-	Air Curtain Destructor	CP 2000		Active	
25-103-	AIR CURTAIN DESTRUCTOR	12067	06/11/21	Active	
26-103-	"1 1/2" ELECTRIC WATER PUMP "	9452873	08/04/20	Active	
26-104-	"3" GAS WATER PUMP "	1352345	03/25/22	Active	
26-106-	"2" W Pump-TSURUMI "	7789926	10/15/21	Active	
26-107-	"Wacker Diesel 6" Trash Pump "	PT 6LT 027963	09/08/21	Active	
26-109-	"3" Water Pump "	5560834	02/22/22	Active	
26-110-	JD 40450 Engine Godwin Dri=prime pum	CD150M	03/25/22	Active	
26-111-	MQ Submersible - Electric	482284		Active	
26-112-	"Honda 2" water pump GX120 "	1159256		Active	
26-113-	"Honda 2" water pump GX120 "	1138279		Active	
26-114-	"Honda 3" water pump WB30K "	1319108		Active	
26-116-	"Honda 2" water pump GX120 "	1441229	01/17/20	Active	
26-117-	MQ Submersible - Electric	484185		Active	
26-118-	"MMD MNPH-3T 3" "	593820		Active	
26-121-	"WB20K Honda 2" "	1297095	09/12/20	Active	
26-123-	Godwin GWP50HX	81201045		Active	
26-124-	Godwin GWP50HX	81201044		Active	
26-125-	Onan Generator Set 125.0	1790447613		Active	
26-126-	Godwin GWP50HX	81201048		Active	
26-127-	Godwin GWP50HX	81201047	08/03/20	Active	
26-129-	"Honda WB30X 3" "	GCABT3870198		Active	
26-130-	"Honda WB30X 3" "	GCABT3870160		Active	
26-131-	"Honda WB20X 2" "	GCAAT2032836		Active	
26-132-	"Honda 3" Pump "	GCABT3870167		Active	
26-133-	"Honda 2" Pump "	WABT-2020787		Active	

Silver Star Construction Company, Inc
EM Equipment List - Summary

Equipment and Components

Equipment/Component	Vin Number	Date Last Used	Status	Attach To Equip	Comp of Equip
Equipment					- Continued
26-134-	"Honda 2"" Pump "		Active		
26-135-	"Honda 2"" Pump "		Active		
26-136-	"Honda 2"" Pump "	06/02/21	Active		
26-137-	"Honda 2"" Pump "		Active		
26-139-	"John Deere 6"" Water Pump "		Active		
26-202-	Honda WB30X		Active		
26-204-	2016 Godwin CD150M 6" W/ TRAILER		Active		
26-205-	Multiquip Submersible Trash Pump 2"	08/19/20	Active		
26-206-	Wacker Gas Trash Pump 2"	01/20/20	Active		
26-214-	Multiquip Sub Pump	08/12/20	Active		
26-227-	Wacker Trash Pump		Active		
26-229-	2" Wacker Trash Pump	550087	Active		
26-230-	2" Wacker Trash Pump	576-0827	Active		
26-231-	3" Wacker Trash Pump	24443842	Active		
26-232-	3" Wacker Trash Pump	24443844	Active		
26-233-	2" Wacker Trash Pump	24441150	Active		
26-237-	Pioneer 6x3 Diesel pump	24441151	Active		
26-239-	Wacker Packer 3" Trash Pump	5000009092	Active		
26-240-	3" Tsurumi Pump Electric	9490	Active		
26-241-	1-1/2" Electric Water Pump	24523853	Active	11/09/21	
27-105-	Multi 3600 Generator	156	Active		
27-106-	Trusumi Generator	5182562	Active		
27-107-	3600 Watt Honda Generator	TPG3600H 1001005	Active	10/13/17	
27-111-	Yamaha 7200	54 14929	Active	10/13/17	
27-113-	Cat Generator	0205339	Active		
27-114-	Ingersol Rand Light Tower	2WJ00391	Active		
27-115-	Ingersol Rand Light Tower	285338UA1823	Active	04/04/17	
27-116-	Dewalt DG4300	285321UJT822	Active	10/13/17	
27-117-	Dewalt DG4300	66009	Active		
27-118-	Dewalt DG4400B	66024	Active		
27-119-	Dewalt DG4400W	2812000203	Active		
27-120-	Dewalt DG4400B	2812001297	Active		
27-121-	Dewalt DG6000	2812000195	Active		
27-122-	Wacker Neuson GV5600	64224	Active		
27-125-	Onan Genset	20080916	Active		
27-126-	Allmand Nightlite Pro II Light Tower	125.0 - 17290447613	Active	04/22/22	
27-127-	Allmand Nightlite Pro II Light Plant	0444PRO213	Active		
27-128-	Allmand Nightlite Pro II Light Plant	2281PRO213	Active		
27-129-	Allmand Nightlite Pro II Light Plant	2523PRO213	Active		
27-130-	Specialty Lighting N100 Generator	0770PRO214	Active		
27-131-	Specialty Lighting N100 Generator	C12-05-06002	Active		
27-201-	Generac XG6500	C13-03-06987	Active		
27-204-	Multiquip DA7000SSA (diesel)	8524512	Active		
27-209-	2015 Honda i3000 Generator	5721133	Active		
27-211-	Yamaha 7200	EZGF-1626840	Active		
27-212-	Yamaha Generator	0205339	Active		
27-213-	Preditor 2000w Generator	205174	Active		
27-214-	Preditor 2000w Generator	A 200-400-4681	Active		
27-215-	Preditor 2000w Generator	82004001325	Active		
27-216-	Honda 6500W Generator (RH-613)	A2004005011	Active		
28-101-	VIBRATORY PLATE-ASPHALT	EBLC-150-4498	Active		
28-102-	WACKER PACKER 5045	u5045H	Active		
28-103-	Wacker Plate Compactor	743844737	Active		
28-104-	3400# Vib Plate	WP1550A025557	Active		
		"Model: MVC77H""FA1302141"	Active	01/24/19	

Silver Star Construction Company, Inc
EM Equipment List - Summary

Equipment and Components

Equipment/Component	Vin Number	Date Last Used	Status	Attach To Equip	Comp of Equip
Equipment					
28-105-	"Multiquip" MVC 77H/3400LB "		FC-1302552		Active
28-108-	Vib Plate-AP 2000H		AP 2000H		Active
28-107-	Plate Compactor-concrete crew		182004506	04/01/16	Active
28-109-	Wacker Plate Compactor		6662131		Active
28-110-	Wacker WP1550		6665679		Active
28-111-	Wacker BPU3345A		1172126		Active
28-112-	Mikasa MVC-90		E9033		Active
28-113-	Industrial Supply (red)		2297202		Active
28-114-	Wacker WP1500AW		6667249		Active
28-116-	Mikasa MVC82		S2928		Active
28-118-	Mikasa Packer		J6808		Active
28-119-	Mikasa MVC-90L		H7599		Active
28-120-	Mikasa Multi Quip		2134693		Active
28-200-	Multiquip Plate Compactor 17" x 22"		Z5024		Active
28-201-	Mikasa Vibra Plate		Z5204		Active
28-202-	Wacker Packer WP1550AW		10796369		Active
28-203-	Wacker Plate Compactor		510-001-8324		Active
28-204-	Multiquip MTX70D Compaction Rammer		D3404		Active
28-206-	Plate Compactor Vbrtry Kikasa W5.5HP		F14176		Active
28-207-	Mikasa Vibrator Plate MVC82VH		G10517		Active
28-208-	Mikasa MVC82VH		G10525		Active
29-103-	Partner K950 Quickie Saw		KTS 950	04/19/19	Active
29-104-	Stihl Quick Saw-City crew		T5460	06/20/16	Active
29-105-	Chipper Saw-Cement Saw		Model C12		Active
29-106-	Clipper C13E		7006231		Active
29-107-	Clipper Norton -PC2024		7111085		Active
29-108-	Partner K750 Quickie Saw		4134137		Active
29-109-	Norton C2024		7111091		Active
29-111-	Stihl TS400		167715060		Active
29-113-	Stihl TS420		169007835		Active
29-114-	Target (blue)		35846		Active
29-115-	Target		410844		Active
29-117-	Stihl MS280		273476535		Active
29-118-	Stihl TS400		87715013		Active
29-119-	Soff Cut X750 Prowler		1254		Active
29-120-	Soff Cut X4000		2542		Active
29-121-	Stihl TS420		170506544		Active
29-126-	Soff-Cut Concrete Saw		1016		Active
29-127-	Norton C20		F10830		Active
29-128-	Husqvarna X-4000 SoffCut		12965263001		Active
29-129-	Husqvarna X-4000 SoffCut		130347002		Active
29-130-	Husqvarna X-4000		12965263001		Active
29-131-	Povlan Wild Things		13106N200870-4		Active
29-132-	Stihl Chain Saw		294896191		Active
29-133-	Stihl Quickie Saw		176752516		Active
29-134-	Stihl Quickie Saw		176407537		Active
29-208-	Stihl Quickie Saw TS-240		179254082		Active
29-224-	Clipper C13PE Concrete Saw		1606110		Active
29-230-	2017 Clipper C2024SS Concrete Saw		17021324		Active
29-243-	Stihl TS420		184851993		Active
29-244-	2018 Husqvarna T8600P Vacuum System		967664801		Active
29-245-	2018 Stihl TS420		184860671		Active
29-246-	2018 Stihl TS420		184860746		Active
29-247-	2018 Husqvarna 4000 Prowler Soft Cut		001377-921002		Active

- Continued

Silver Star Construction Company, Inc
EM Equipment List - Summary

Equipment and Components

Equipment/Component	Vin Number	Date Last Used	Status	Attach To Equip	Comp of Equip
Equipment					
- Continued					
29-248-	2018 Husqvarna T8600P Vacuum System	001380981001			Active
29-249-	Husqvarna Prowler 4000 Softcut Saw	001379-153003			Active
29-255-	Soff Cut Prowler 4000	1381331091			Active
29-257-	Soffcut Prowler 4000	001383-172003			Active
29-258-	Stihl Quicke Saw TS-420	187082108			Active
29-259-	Stihl Quicke Saw TS-420	187082128			Active
29-260-	Stihl Quicke Saw TS-420	186940705			Active
29-261-	Stihl TS-420 Quicke Saw	187496114			Active
29-262-	Husqvarna FS513 Walk Behind	20201000018			Active
29-263-	Stihl TS-420 Quicke Saw	187647473			Active
29-264-	Stihl TS-420 Quicke Saw	188012202			Active
29-265-	Stihl Quicke Saw TS-420	188012270			Active
29-268-	Stihl MS170	525843884			Active
29-269-	Stihl MS170	525844065			Active
29-270-	Stihl TS-420 Quicke Saw	188840827			Active
29-271-	STIHL TS420 (RH-816)	582488331			Active
29-272-	STIHL TS420 (RH-817)	188259754			Active
30-101-	Honda Power Finisher	1451551099			Active
30-103-	Target Procut IV--Jack	388112			Active
30-104-	Target Procut IV--Jeff J	388222			Active
30-105-	Target Procut	411311	08/02/19		Active
30-106-	Ingersol Rand 250 Air Compressor	335822UDP394			Active
30-107-	EZ Drill	53004	12/19/19		Active
30-108-	Concrete Paving/Finishing Bridge (Shop E	NA			Active
30-109-	Soft Cut Concrete Saw	3803501121	11/04/14		Active
30-110-	Dewalt Hammer Drill D25550	326129			Active
30-111-	Speedaire Air Compressor	4B241B			Active
30-112-	Westward Air Compressor	4B220D			Active
30-113-	Bosch Hammer Drill D611236	789000459			Active
30-114-	Dewalt Hammer Drill D25550	328019			Active
30-115-	Speedaire Air Compressor	8014			Active
30-116-	Dewalt Hammer Drill D25650	318924			Active
30-117-	Dewalt Hammer Drill D25650	318932			Active
30-118-	Dewalt Hammer Drill D25550K	327947			Active
30-119-	Dewalt Hammer Drill D25650K	310938			Active
30-120-	Dewalt Hammer Drill D25650K	310952			Active
30-121-	Concrete Buffer	0J02-6051888			Active
30-122-	Mikasa Hammer Drill	1003675			Active
30-123-	Milwaukee Hammer	6.88819E+12			Active
30-124-	Honda Hole Saw	0Y1G11H			Active
30-125-	Milwaukee Hammer	9875271			Active
30-129-	Dewalt Hammer Drill	300626			Active
30-131-	OZTEC Back Pack VIB BP-50A	GLAFK-1123452			Active
30-143-	Speed Screed	1451551099	05/29/20		Active
30-144-	Speed Screed	1878990412			Active
30-145-	Speed Screed				Active
30-146-	Rhino Manufacturing Concrete Washout E	n/a			Active
30-147-	Rhino Manufacturing Concrete Washout E	n/a			Active
30-150-	Allen MOD7560XL Cure Sprayer	75X0919001			Active
30-151-	Allen MOD7560XL Cure Sprayer	75X0819013			Active
30-152-	Dewalt D25481K Hammer Drill	W03Q61D			Active
30-153-	Dewalt D25481K Hammer Drill	W03Q59M			Active
30-154-	Dewalt D25481K Hammer Drill	W04UYX9			Active
30-155-	Milwaukee 4096 Core Drill	798C3201900010			Active

Silver Star Construction Company, Inc
EM Equipment List - Summary

Equipment and Components

Equipment/Component	Vin Number	Date Last Used	Status	Attach To Equip	Comp of Equip
- Continued					
30-156-	Minnich Backpack Vibrator	121-1970			Active
30-157-	Dewalt D25814K Rotary Hammer Drill	W08UF9C			Active
30-158-	Dewalt D25814K Rotary Hammer Drill	W08UF9T			Active
30-159-	Husqvarna 10" Core Drill	001386258008			Active
30-160-	Hilti CombiHammer TE60-AVR 120v	64713			Active
30-161-	Hilti C ombiHammer TE60-AVR 120v	64719			Active
30-162-	Minnich Backpack Vibrator	121-2428			Active
30-163-	Concrete Bucket (RH-607)				Active
30-184-	1YD Concrete Bucket (RH-611)	G427-R			Active
30-165-	Bidwell BR201 Bridge Deck Finisher (RH-	125BR783702HD	05/11/19		Active
31-101-	Pipe Laser & Appurtenances	model 1255HPS SN #	04/23/22		Active
31-102-	LASER LEVEL & SURVEY EQUIPMENT	DC600	05/19/15		Active
31-104-	LMH Laser Set - 57	S7LMH	05/19/15		Active
31-105-	LASER LEVEL & SURVEY EQUIPMENT	295-1147/1148	02/13/15		Active
31-106-	Magnetic Locator	SN 211842			Active
31-107-	Pipe Laser & Appurtenances	model 1255HPS SN #	01/27/15		Active
31-108-	Laser (Jack S.)-Model 57071	XA 7399			Active
31-109-	Hipper Plub B-R	XA7399			Active
31-110-	Base - 3844844	NA	06/09/15		Active
31-111-	Rover - 3844S8S	NA			Active
31-112-	FC100 - 724995	NA			Active
31-113-	MM Laser - OW0871	NA	02/07/15		Active
31-114-	MM Receiver - 940248	NA	02/04/15		Active
31-115-	Diff. Level 48S223	NA			Active
31-116-	Base - 3844779	NA			Active
31-117-	Rover - 29S1448	NA	04/24/15		Active
31-118-	FC100 - OW0315	NA			Active
31-119-	MM Receiver - 940317	NA			Active
31-120-	Diff. Level - 48381S	NA			Active
31-121-	Rover - 384-3494	NA			Active
31-122-	Troxier Model 2701B PaveTracker	60763			Active
31-123-	Topcon Lazer RL-H4C	X85639			Active
31-124-	Ames Engineering light profiler model 620	651109	04/22/15		Active
31-125-	Sitelink GPS System				Active
31-126-	Subsite UtiliGuard UTG-STD 102-1560	8386323			Active
31-127-	Subsite UtiliGuard UTG-T5 102-1572	8686853			Active
31-128-	Topcon Rover	1120-15027			Active
33-103-	Ingersol Rand Air Compressor	30TC832935	06/15/21		Active
33-104-	Lincoln Classic Welder 300D	C1010700	02/14/20		Active
33-106-	Komatsu Forklift FG25T	503144A			Active
33-107-	TEK Hydro Pressure Washer	1-145			Active
33-108-	Welder	Shop Use			Active
33-109-	Welder	Shop Use			Active
33-110-	Link Welder	1725-9			Active
33-112-	Portable Fuel Tank	Job Box			Active
33-113-	Oil and Fuel Container	Job Box			Active
33-115-	Forklift -HUSTER 80 FT	NA (N005V02518E)	05/19/21		Active
33-117-	Little Wonder Sidewalk Plover	6841801			Active
33-119-	Stihl FS110	275643379			Active
33-120-	Stihl FS110	277275414			Active
33-121-	Ditch Witch FX30	Pothole Machine	03/18/22		Active
33-122-	Conex Box - Warehouse	Job Box			Active
33-123-	Conex Box - City of Mustang	City of Mustang			Active
33-124-	Slurry Mixer for Holcim	Holcim Waste Hill	04/22/22		Active

Silver Star Construction Company, Inc
EM Equipment List - Summary

Equipment and Components

Equipment/Component	Vin Number	Date Last Used	Status	Attach To Equip	Comp of Equip
Equipment					- Continued
33-125-	John Deere Gator (profilagraph)	N04X25D040278	01/09/15	Active	
33-127-	Conex Box with Fuel & Oil Tanks			Active	
33-128-	Electric Control Room			Active	
33-129-	Storage Conex (from Falcon)			Active	
33-130-	Storage Conex (from Falcon)			Active	
33-131-	Landa Pressure Washer	PGHW5-35324E		Active	
33-132-	40' Container for Crusher	W18044510000002015612		Active	
33-133-	2017 Stihl BR600 Backpack Blower	510155684	10/06/21	Active	
33-134-	2017 Stihl TR91	509068217		Active	
33-135-	2006 Genie S-85 Boom Lift	S80043942		Active	
33-136-	Mohawk MP-18 4 Column Lifts			Active	
33-137-	Kubota Zero Turn Mower 48" Deck			Active	
33-140-	40' Container Office	William Scotman		Active	
33-141-	HHS-3004-2E2G Power Washer	15120074		Active	
33-142-	HSP-2503-0MMH Power Washer	97016488		Active	
33-143-	20" Open Jobsite Storage Container			Active	
33-144-	20" Open Jobsite Storage Container			Active	
33-145-	Stihl Backpack Blower BR-350	523079434		Active	
33-146-	Wichita Tank 500 Barrel	WTM080772		Active	
33-147-	Wichita Tank 500 Barrel	WTM081686		Active	
33-148-	VE Enterprises 500 Barrel	N/A		Active	
33-149-	Stihl Bike Weedeater	522813687		Active	
33-150-	Data Link Adapter Kit			Active	
33-333-	Fuel system on yard #3			Active	
33-334-	SDE-System	SDE6-NRNNN		Active	
34-101-	MGL	P14354DS103		Active	
34-102-	Cedar Rapids 5064 Crusher	J1204809D		Active	
34-103-	"Shop Built 42"x192' Conveyor 42"x192'	Shop Built		Active	
34-105-	Terex Simplicity 8'x20' Screen Deck	3820M160B5273		Active	
34-106-	Shop Built 30"x20' radial stacker	Shop Built		Active	
36-101-	Core-cement drill	106712163	08/31/18	Active	
36-102-	Kent Hrdro Hammer for Track hoe	1511		Active	
36-103-	WICKER LOG FORKS FOR 644E LOADE	NA	09/05/18	Active	
36-106-	Stanley Hydraulic Breaker MB656	1044		Active	
36-108-	Henderson RSPx11x36xSTD (Snow Plow	RSP-08810	01/15/17	Active	
36-109-	Henderson FSHx13/15x68xMild (Sand Sp	FSH-28301	01/14/17	Active	
36-110-	Henderson RSPx11x36xSTD (Snow Plow	RSP-08932	01/15/17	Active	
36-111-	Henderson FSHx13/15x68xMild (Sand Sp	FSH-28302	03/05/15	Active	
36-112-	Henderson RSPx11x36xSTD (Snow Plow	RSP-08976	01/15/17	Active	
36-113-	Henderson FSHx13/15x68xMild (Sand Sp	FSH-28300		Active	
36-114-	Henderson RSPx11x36xSTD (Snow Plow	RSP-08979	01/14/17	Active	
36-115-	Henderson RSPx11x36xSTD (Snow Plow	RSP-08977	01/15/17	Active	
36-116-	NPK E-213 Hammer	60837		Active	
36-119-	Henderson RSP 11'x36" Snow Plow	RSP-18705		Active	
36-120-	Henderson HDFSH-11-15 Sand Spreader	FSH-33091		Active	
36-121-	John Deere sifting bucket for 644E			Active	
36-124-	Swenson Stainless Steel Spreader			Active	
36-125-	Swenson Stainless Steel Spreader			Active	
36-126-	Swenson Stainless Steel Spreader			Active	
36-127-	Swenson Stainless Steel Spreader			Active	
36-128-	Swenson Stainless Steel Spreader			Active	
36-129-	Swenson Stainless Steel Spreader			Active	
36-130-	Swenson Stainless Steel Spreader			Active	
36-131-	Swenson Stainless Steel Spreader			Active	

Silver Star Construction Company, Inc
EM Equipment List - Summary

Equipment and Components

Equipment/Component	Vin Number	Date Last Used	Status	Attach To Equip	Comp of Equip
- Continued					
Equipment					
38-101-	AED		D00000219990		Active
38-102-	AED		D00000219954		Active
38-103-	AED		D00000219933		Active
38-104-	AED		D00000219946		Active
38-105-	AED		D00000219863		Active
38-106-	AED		D00000219763		Active
38-107-	AED		D00000219923		Active
38-108-	AED		D00000219780		Active
38-109-	AED		D00000220033		Active
38-110-	AED		D00000219801		Active
38-111-	AED		D00000219920		Active
38-112-	AED		D00000220019		Active
38-113-	AED		D00000220060		Active
38-114-	AED		D00000219951		Active
38-115-	AED		D00000219919		Active
38-116-	AED		D00000219931		Active
38-117-	AED		D00000219901		Active
38-118-	AED		D00000219844		Active
38-119-	AED		D00000219877		Active
38-120-	AED		D00000220425		Active
38-121-	AED		D00000219942		Active
38-122-	AED		D00000219632		Active
38-123-	AED		D00000219930		Active
38-124-	AED		D00000220002		Active
38-125-	AED		D00000219932		Active
38-126-	AED		D00000219824		Active
38-127-	AED		D00000219721		Active
38-128-	AED		D00000219928		Active
38-129-	AED		D00000220058		Active
38-130-	AED		D00000219943		Active
38-131-	AED		D00000219959		Active
38-132-	AED		D00000219768		Active
38-133-	AED		D00000219761		Active
38-134-	AED		D00000219764		Active
38-135-	AED		D00000219804		Active
38-136-	AED		D00000219917		Active
38-137-	AED		D00000219890		Active
38-138-	AED		D00000219989		Active
38-139-	AED		D00000220023		Active
38-140-	AED		D00000219900		Active
38-141-	AED		D00000220586		Active
38-142-	AED		D00000219640		Active
38-143-	AED		D00000219996		Active
38-144-	AED		D00000219895		Active
38-145-	AED		D00000219905		Active
95-100-	G & A Furniture and Fixtures		Various		Active
96-100-	G & A Computers		Various		Active
97-100-	BUILDING		Various		Active
98-100-	Land		Various		Active
99-000-	Shop		Various	05/20/15	Active
99-100-	Job Tools		Various		Active
AA-000-	2008 AUDIT ADJUST				Active
RH-101-	R&H Pickup		1FT7W2B68GEA12615	05/19/17	Active
RH-102-	R&H Pickup		1FT7W2B68GEA12614	08/25/21	Active

Silver Star Construction Co., Inc

Main Office- 2401 S. Broadway - Moore, Oklahoma 73160 – (405) 793-1725 / Fax (405) 793-9989

City of Midwest City

Contractor Prequalification

Financial Statements

September 24, 2024

Silver Star Construction's company policy is that we do not supply any company with a financial statement without obtaining the same information from the requesting company.

We do offer to let GC's come to our office to review our current financials and our annual certified audited financials at any time with an appointment.

Or by Zoom with an appointment.

For an appointment, please contact Sandra Lundmark at 405-793-1725 email sandral@silverstarconst.com

Thank You,

Tim Caudle
President
Silver Star Construction



An Employee Owned Company

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. SILVER STAR CONSTRUCTION COMPANY, INC.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
Exempt payee code (if any) _____		
Exemption from FATCA reporting code (if any) _____		
(Applies to accounts maintained outside the U.S.)		
5 Address (number, street, and apt. or suite no.) See instructions. 2401 S. Broadway		
6 City, state, and ZIP code Moore, Oklahoma		
7 List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
OR	
Employer identification number	
7	3
-	1
2	0
4	8
7	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 1-5-24
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



Bid Bond

CONTRACTOR:

(Name, legal status and address)

Silver Star Construction Company, Inc.

2401 S Broadway
Moore, OK 73160

OWNER:

(Name, legal status and address)

City of Midwest City

100N Midwest Blvd
Midwest City, OK 73110-4319

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

MAILING ADDRESS FOR NOTICES:

Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% of Bid Amount Five Percent of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

Public Works General and Emergency Services

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of September, 2024.

(Witness)

Silver Star Construction Company, Inc.

(Contractor as Principal) (Seal)

(Witness)

(Title) Tim Caudle, President
The Ohio Casualty Insurance Company

(Surety)

(Title) Russell Hollingsworth - Attorney in Fact



BID-0026217

Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010 Edition Bid Bond.

LMS-20862e 02/21



POWER OF ATTORNEY

The Ohio Casualty Insurance Company

Principal: Silver Star Construction Company, Inc.

Agency Name: Inservices, Inc. dba Dillingham Insurance

Bond Number: BID-0026217

Obligee: City of Midwest City

Bid Bond Amount (5% of Bid Amount) Five Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Russell Hollingsworth in the city and state of Enid, OK, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 1st day of August, 2024.



The Ohio Casualty Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of August, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 24th day of September, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



NEW BUSINESS/
PUBLIC DISCUSSION





HOSPITAL AUTHORITY
AGENDA





MEMORIAL HOSPITAL AUTHORITY AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

October 22, 2024 – 6:02 PM

Presiding members: Chairman Matthew Dukes	City Staff:	
Trustee Susan Eads	Trustee Marc Thompson	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rita Maxwell	Trustee Rick Favors	Authority Attorney Don Maisch

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion, consideration and possible action to approve the September 24, 2024 meeting minutes. (Secretary - S. Hancock)

C. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statue Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**

D. EXECUTIVE SESSION.

1. Discussion, consideration, and possible action of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3) to discuss the purchase or appraisal of real property; and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session. (City Manager - T. Lyon)

E. ADJOURNMENT.



DISCUSSION ITEMS



Notice for the Midwest City Memorial Hospital Authority meeting was filed for the calendar year with the City Clerk of Midwest City. Public notice of this meeting was accessible at 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Memorial Hospital Authority Minutes

September 24, 2024

This meeting was held in the Midwest City Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 9:09 PM with following members present:

Trustee Susan Eads	Trustee Marc Thompson	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rita Maxwell	Trustee Rick Favors	Authority Attorney Don Maisch

CONSENT AGENDA. Eads made a motion to approve the consent agenda, seconded by Favors. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: none. Motion Carried.

1. Discussion, consideration, or possible action to approve the August 27, 2024 meeting minutes.
2. Discussion, consideration, and possible action of approving an amendment to the grant awarded to the Mid-Del School District, Child Nutrition Program for the purchase of a digital board.

DISCUSSION ITEMS.

1. Discussion, consideration, and possible action to reallocate the Hospital Authority investments

Lyon addressed the Trustees. After discussion, Eads made a motion to approve, seconded by Byrne. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: none. Motion Carried.

2. Discussion, consideration, and possible action of entering into an agreement for Professional Services with Johnson & Associates, LMRK, Meshek, Plummer, SRB, and TAP Architecture to provide professional services as an on-call basis for the budget year 2024-2025 and delegating General Manager ability to approve each task order up to the amount of \$100,000.

Eads made a motion to approve, seconded by Byrne. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: none. Motion carried.

NEW BUSINESS/PUBLIC DISCUSSION. There was no new business or public discussion.

ADJOURNMENT. There being no further business, Chairman Dukes adjourned the meeting at 9:10 PM.

ATTEST:

MATTHEW D DUKES II, Chairman

SARA HANCOCK, Secretary



EXECUTIVE SESSION





City Manager
100 N. Midwest Blvd.
Midwest City, OK 73110
tlyon@midwestcityok.org
Office: 405-739-1201
www.midwestcityok.org

MEMORANDUM

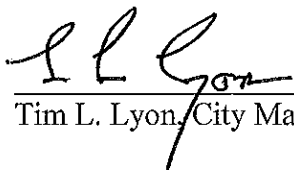
TO: Chairman and Trustees of the Memorial Hospital Authority

FROM: Tim Lyon, City Manager

DATE: October 22, 2024

SUBJECT: Discussion, consideration, and possible action of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3) to discuss the purchase or appraisal of real property; and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.

Appropriate information will be dispersed during executive session.



Tim L. Lyon, City Manager



NEW BUSINESS/
PUBLIC DISCUSSION

