



# CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069  
Tuesday, July 09, 2024 at 6:30 PM

## AGENDA

*It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5424, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.*

### **CITY COUNCIL, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, AND NORMAN TAX INCREMENT FINANCE AUTHORITY**

You are required to sign up in advance of the meeting on the City's webpage, by calling the City Clerk's Office (405-366-5406), or at the Council Chambers prior to the start of the meeting with your name, ward, and item you wish to speak to including whether you are a proponent or opponent. When the time comes for public comments, the Clerk will call your name and you can make your way to the podium. Comments may be limited on items of higher interest, if so, the Mayor will announce that at the beginning of the meeting. Participants may speak one time only up to 3 minutes per person per item. There will be no yielding of time to another person. Sign up does not guarantee you will get to speak if the allotted time for that item has already been exhausted. If there is time remaining after those registered to speak have spoken, persons not previously signed up may have the opportunity to speak. Comments received must be limited to the motion on the floor only.

### **CALL TO ORDER**

### **ROLL CALL**

### **PLEDGE OF ALLEGIANCE**

### **PROCLAMATIONS**

1. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-1: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF JULY, 2024, AS WATER'S WORTH IT™ AND LAKES APPRECIATION MONTH, AND JULY 21<sup>ST</sup>-27<sup>TH</sup>, 2024 AS LOVE YOUR LAKE WEEK IN THE CITY OF NORMAN.

### **COUNCIL ANNOUNCEMENTS**

## CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 2 through Item 24 be placed on the consent docket.

### **First Reading Ordinance**

- 2.** CONSIDERATION OF ADOPTION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-54 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTIONS 36-514 ("R-1, SINGLE-FAMILY DWELLING DISTRICT"), 36-516 ("R-2, TWO-FAMILY DWELLING DISTRICT"), AND 36-520 ("R-3, MULTIFAMILY DWELLING DISTRICT"), ALL IN CHAPTER 36 ("ZONING") OF THE CODE OF THE CITY OF NORMAN TO PERMIT R-1 USES FOR UNDERSIZED LOTS WHERE SUBDIVISION EXISTED AT ZONING ORDINANCE ADOPTION OR OCCURRED IN CONFORMITY WITH SECTION 30-605 OF THE NORMAN MUNICIPAL CODE AND ALL BOUNDARY LINES OF THE SUBJECT LOT TOUCH LANDS UNDER OTHER OWNERSHIP; AND PROVIDING FOR THE SEVERABILITY THEREOF.

### **Appointments**

- 3.** CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

#### NORMAN CONVENTION AND VISITORS BUREAU

TERM: 07/31/24 TO 07/31/27, STACEY REYNOLDS, UNIVERSITY OF OKLAHOMA

- 4.** CONSIDERATION OF CONFIRMATION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE 2024-2025 CITY OF NORMAN YOUTH COUNCIL NOMINATIONS

### **Reports/Communications**

- 5.** CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR REJECTION OF RECEIPT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT AND DIRECTING THE FILING THEREOF.

### **Bids**

- 6.** CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2324-59 SUBMITTED BY AIRGAS USA, LLC, IN THE AMOUNT OF \$143.70 PER TON FOR THE PURCHASE OF LIQUID OXYGEN FOR THE WATER TREATMENT FACILITY.

## **Request for Payment**

- 7.** CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PAYMENT OF FYE 2025 DUES ASSESSMENT IN THE AMOUNT OF \$65,000 TO THE OKLAHOMA MUNICIPAL LEAGUE FOR THE PERIOD OF JULY 1, 2024, THROUGH JUNE 30, 2025.
- 8.** CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PAYMENT OF FYE 2025 DUES ASSESSMENT IN THE AMOUNT OF \$83,335 TO THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS FOR THE PERIOD OF JULY 1, 2024, THROUGH JUNE 30, 2025.

## **Donation**

- 9.** CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$500 FROM THE J.M. WILLIAMS REVOCABLE TRUST TO BE USED FOR COMMUNITY OUTREACH BY THE NORMAN POLICE DEPARTMENT AND APPROPRIATION OF FUNDS AS OUTLINED IN THE STAFF REPORT.

## **Contracts**

- 10.** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT SIX TO CONTRACT K-1920-133: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND CROSSLAND CONSTRUCTION COMPANY, INC., INCREASING THE CONTRACT BY \$387,838.56 TO ESTABLISH GUARANTEED MAXIMUM PRICE FOR THE REPLACEMENT OF THE GENERATOR FOR BUILDING 201 ASSOCIATED WITH IMPROVEMENTS FOR THE MUNICIPAL COMPLEX RENOVATION PROJECT AND TRANSFER OF FUNDS FROM OTHER PROJECTS.
- 11.** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-2223-46: AN AMENDMENT TO THE CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND RJN GROUP, INC., IN THE AMOUNT OF \$154,768.82 FOR WASTEWATER FLOW MONITORING SERVICES.
- 12.** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT THREE TO CONTRACT K-2223-164: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RIVER NORTH TRANSIT, LLC, (VIA TRANSPORTATION, INC.), IN THE AMOUNT OF \$751,717, FOR A REVISED NOT-TO-EXCEED AMOUNT OF \$1,551,485, FOR EXTENSION OF THE NORMAN ON-DEMAND MICROTRANSIT PILOT PROGRAM FOR A ONE YEAR PERIOD BEGINNING AUGUST 21, 2024 AND ENDING AUGUST 20, 2025.

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-2324-50: AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE UNIVERSITY OF OKLAHOMA IN THE AMOUNT OF \$121,130.20 FOR A NOT-TO-EXCEED AMOUNT OF \$242,260.40 FOR EXPANSION OF THE NORMAN ON-DEMAND MICROTRANSIT PILOT PROGRAM FOR A ONE YEAR PERIOD BEGINNING AUGUST 21, 2024 AND ENDING AUGUST 20, 2025.
14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER THREE TO CONTRACT K-2324-2: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE LLC. INCREASING THE CONTRACT AMOUNT BY \$6,684.05 FOR A REVISED CONTRACT AMOUNT OF \$541,728.55 FOR THE ADDITION OF 2 BUS STOPS TO THE FYE 2024 SIDEWALK CONCRETE PROJECTS AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.
15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF AWARDDING BID 2324-53, CONTRACT K-2324-172: BY AND BETWEEN THE CITY OF NORMAN UTILITIES AUTHORITY AND CROSSLAND HEAVY CONTRACTORS, FOR THE NORMAN WASTEWATER RECLAMATION FACILITY IN THE AMOUNT OF \$2,960,000; PERFORMANCE BOND B-2324-67, STATUTORY BOND B-2324-68, AND MAINTENANCE BOND MB-2324-65; AND APPROPRIATION OF WASTEWATER RECLAMATION FUND BALANCE AS OUTLINED IN THE STAFF REPORT.
16. CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDDING BID 2324-56 AND CONTRACT K-2324-177: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND K&R BUILDERS INC., IN THE AMOUNT OF \$2,915,109.71 FOR THE 60<sup>TH</sup> AVENUE NE BRIDGE REPLACEMENT BOND PROJECT, PERFORMANCE BOND B-2324-73; STATUTORY BOND B-2324-74; MAINTENANCE BOND MB-2324-68, AND RESOLUTION R-2324-142 GRANTING TAX-EXEMPT STATUS AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.
17. CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDDING BID 2425-3 AND CONTRACT K-2425-2: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ELLSWORTH CONSTRUCTION OKC, LLC IN THE AMOUNT OF \$1,191,250.50 FOR THE URBAN CONCRETE PAVEMENT - FYE 2025 LOCATIONS, BID 1-PROJECT, PERFORMANCE BOND B-2425-3; STATUTORY BOND B-2425-4; MAINTENANCE BOND MB-2425-2, AND RESOLUTION R-2425-2 GRANTING TAX-EXEMPT STATUS.



18. CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDED BID 2425-4 AND CONTRACT K-2425-3: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ELLSWORTH CONSTRUCTION OKC, L.L.C., IN THE AMOUNT OF \$1,272,530 FOR THE URBAN CONCRETE PAVEMENT - FYE 2025 LOCATIONS, BID 2-PROJECT, PERFORMANCE BOND B-2425-5; STATUTORY BOND B-2425-6; MAINTENANCE BOND MB-2425-3, AND RESOLUTION R-2425-3 GRANTING TAX-EXEMPT STATUS.
19. CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDED BID 2425-5 AND CONTRACT K-2425-4: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND INNOVATIVE ROADWAY SOLUTIONS, L.L.C., IN THE AMOUNT OF \$483,177.50 FOR THE ASPHALT PREVENTIVE MAINTENANCE, FYE 2025 LOCATIONS PROJECT, PERFORMANCE BOND B-2425-7; STATUTORY BOND B-2425-8; MAINTENANCE BOND MB-2425-4, AND RESOLUTION R-2425-4 GRANTING TAX-EXEMPT STATUS AND APPROPRIATION OF CAPITAL BOND FUND BALANCE AS OUTLINED IN THE STAFF REPORT.
20. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-5 WITH THE OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY, WILDLIFE SERVICES DIVISION AS OUTLINED IN THE STAFF REPORT.
21. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-12: CERTIFIED LOCAL GOVERNMENTS GRANT FUNDING IN THE AMOUNT OF \$18,375 TO BE USED FOR THE DEVELOPMENT AND SUPPORT OF LOCAL HISTORIC PROGRAMS, APPROVAL OF CONTRACT K-2425-12 WITH THE OKLAHOMA HISTORICAL SOCIETY, STATE HISTORIC PRESERVATION OFFICE AND APPROPRIATION OF SPECIAL GRANT FUND BALANCE.
22. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-14: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) FOR THE COLLECTION OF TRAFFIC DATA

## **Resolutions**

23. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-7: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE TO SUBMIT, EXECUTE, AND FILE AN APPLICATION ON BEHALF OF THE CITY OF NORMAN WITH THE US DEPARTMENT OF TRANSPORTATION TO AID IN THE FINANCING OF PLANNING, CAPITAL AND/OR ASSISTANCE PROJECTS PURSUANT TO 49 U.S.C. SECTION 5307 AND SECTION 5339 AND AUTHORIZING, THE CITY MANAGER OR THEIR DESIGNEE TO SET FORTH AND EXECUTE POLICIES IN CONNECTION WITH THE PROGRAM OF PROJECTS, BUDGETS, AND PROCUREMENT NEEDS.
24. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-8: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$36,699.26 FROM THE REFUNDS / REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT TO REPAIR OR REPLACE CITY VEHICLES DAMAGED BY OTHER DRIVERS IN TRAFFIC COLLISIONS.

## **NON-CONSENT ITEMS**

### **Second Reading Ordinance**

25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-147: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF LOT 1, BLOCK 1 OF BRIDGEVIEW UNITED METHODIST CHURCH ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE LOW DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE OFFICE DESIGNATION. (4300 W. INDIAN HILLS RD.)
26. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-53 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOT 1, BLOCK 1 OF BRIDGEVIEW UNITED METHODIST CHURCH ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE-FAMILY DWELLING DISTRICT WITH SPECIAL USE FOR A CHURCH, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT, AND PROVIDING FOR THE SEVERABILITY THEREOF. (4300 W. INDIAN HILLS RD.)

## MISCELLANEOUS COMMENTS

*This is an opportunity for citizens to address City Council. Due to Open Meeting Act regulations, Council is not able to participate in discussion during miscellaneous comments. Remarks should be directed to the Council as a whole and limited to three minutes or less.*

## ADJOURNMENT

**File Attachments for Item:**

1. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-1: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF JULY, 2024, AS WATER'S WORTH IT™ AND LAKES APPRECIATION MONTH, AND JULY 21<sup>ST</sup>-27<sup>TH</sup>, 2024 AS LOVE YOUR LAKE WEEK IN THE CITY OF NORMAN.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 07/09/2024

**REQUESTER:** Brenda Hall, City Clerk

**PRESENTER:** Larry Heikkila, Mayor

**ITEM TITLE:** CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-1: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF JULY, 2024, AS WATER'S WORTH IT™ AND LAKES APPRECIATION MONTH, AND JULY 21<sup>ST</sup>-27<sup>TH</sup>, 2024 AS LOVE YOUR LAKE WEEK IN THE CITY OF NORMAN.

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## Proclamation

P-2425-1

A PROCLAMATION OF THE MAYOR OF THE CITY OF  
NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF  
JULY, 2024, AS WATER'S WORTH IT™ AND LAKES  
APPRECIATION MONTH, AND JULY 21<sup>ST</sup>-27<sup>TH</sup>, 2024 AS  
LOVE YOUR LAKE WEEK IN THE CITY OF NORMAN.

- § 1. WHEREAS, Oklahoma's vibrant lakes, testaments to the life-sustaining power of water, provide a source of fresh water for countless uses, including supporting our wildlife, biodiversity, and healthy communities; and
- § 2. WHEREAS, this July, we celebrate water's vital role by recognizing Water's Worth It Month, a national campaign urging responsible water use. As a community thrives, ensuring a clean and secure supply of potable water becomes ever more critical; and
- § 3. WHEREAS, the City of Norman's Environmental Control Advisory Board (ECAB) champions water conservation and citizen awareness, safeguarding our community's well-being; and
- § 4. WHEREAS, July is also Lakes Appreciation Month, a time to cherish these natural treasures. Healthy lakes with clean land and healthy ecosystems, naturally filter water replenishing our groundwater – a crucial component of our drinking water supply. By cherishing our lakes, we protect our water security; and
- § 5. WHEREAS, Love Your Lake Week (July 21<sup>st</sup>-27<sup>th</sup>) calls for citizen action. Let's celebrate our lakes and actively participate in their protection through responsible water use and clean-up efforts.

NOW, THEREFORE, I, MAYOR OF THE CITY OF NORMAN, OKLAHOMA:

- § 6. Do hereby proclaim the month of July as both Water's Worth It and Lakes Appreciation Month in the City of Norman, Oklahoma.
- § 7. I further proclaim the week of July 21<sup>st</sup>-27<sup>th</sup> as Love Your Lake Week and call upon all residents to join me in celebrating our precious water resources, learning about responsible water use and participating in fun events scheduled this week and listed on GreenNorman.org. Together, let us ensure that the wellspring of our community and life-sustaining water, continues to flow for all.

PASSED AND APPROVED this 9th day of July, 2024.

ATTEST:

\_\_\_\_\_  
Larry Heikkila, Mayor

\_\_\_\_\_  
Brenda Hall, City Clerk





**File Attachments for Item:**

2. CONSIDERATION OF ADOPTION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-54 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTIONS 36-514 ("R-1, SINGLE-FAMILY DWELLING DISTRICT"), 36-516 ("R-2, TWO-FAMILY DWELLING DISTRICT"), AND 36-520 ("R-3, MULTIFAMILY DWELLING DISTRICT"), ALL IN CHAPTER 36 ("ZONING") OF THE CODE OF THE CITY OF NORMAN TO PERMIT R-1 USES FOR UNDERSIZED LOTS WHERE SUBDIVISION EXISTED AT ZONING ORDINANCE ADOPTION OR OCCURRED IN CONFORMITY WITH SECTION 30-605 OF THE NORMAN MUNICIPAL CODE AND ALL BOUNDARY LINES OF THE SUBJECT LOT TOUCH LANDS UNDER OTHER OWNERSHIP; AND PROVIDING FOR THE SEVERABILITY THEREOF.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 07/09/2024

**REQUESTER:** City of Norman

**PRESENTER:** Jane Hudson, Planning and Community Development Director

**ITEM TITLE:** CONSIDERATION OF ADOPTION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-54 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTIONS 36-514 ("R-1, SINGLE-FAMILY DWELLING DISTRICT"), 36-516 ("R-2, TWO-FAMILY DWELLING DISTRICT"), AND 36-520 ("R-3, MULTIFAMILY DWELLING DISTRICT"), ALL IN CHAPTER 36 ("ZONING") OF THE CODE OF THE CITY OF NORMAN TO PERMIT R-1 USES FOR UNDERSIZED LOTS WHERE SUBDIVISION EXISTED AT ZONING ORDINANCE ADOPTION OR OCCURRED IN CONFORMITY WITH SECTION 30-605 OF THE NORMAN MUNICIPAL CODE AND ALL BOUNDARY LINES OF THE SUBJECT LOT TOUCH LANDS UNDER OTHER OWNERSHIP; AND PROVIDING FOR THE SEVERABILITY THEREOF.

**BACKGROUND:** On March 26, 2024, City Council adopted the Accessory Dwelling Unit Ordinance, Ordinance O-2324-40. Accessory Dwelling Units (ADUs) have been a topic of conversation in Norman in recent years. In 2023, the City contracted with the Strong Towns organization for a 24-month Community Action Lab program. One of the primary suggestions from the Community Action Lab was to explore options for an Accessory Dwelling Unit (ADU) ordinance. The community desired options for incrementally increasing density without overbuilding lots or causing undue strain on infrastructure.

At the December 7, 2023, Business and Community Affairs Council Committee parking requirements were the topic of discussion including the following:

- Should an ADU require two parking spaces on-site;
- How to keep additional on-street parking from possibly affecting adjacent property owners;
- Does requiring two parking spaces cause undue burden to property owners who may be at or near allowable coverage of 65%?

Further discussion determined parking would be required if the ADU is over 650 SF in the following districts: A-1, General Agricultural District, A-2, Rural Agricultural District, RE, Residential Estate Dwelling District, R-1, Single-Family Dwelling District, and R-1-A, Single-Family Attached Dwelling District.

With the ADU Ordinance and the parking amendments in place, Planning staff fielded applications/questions for ADUs on some of the undersized lots within the Core Area of Norman. The Core Area is the older area of Norman and, over the years, many lots were subdivided and developed with single-family structures. While the subdivision code allowed these lots to be utilized pursuant to 30-605, the lots were considered legal nonconforming for the purposes of zoning. Thus, the placement of an ADU would destroy non-conforming status, requiring the entire developed lot to achieve compliance or seek available variances. In order to streamline the placement of ADUs on these undersized lots, that were otherwise allowed to proceed with such development, this proposed amendment amends the zoning code to incorporate the provisions of Section 30-605 of the Subdivision Regulations, such that the undersized nature of the lot will no longer be considered a “non-conformity” and will allow the placement of ADUs without further administrative or other hurdles.

Section 30-605 (Exception From Platting A Single Tract For Single-Family Residential Development), provides as follows:

A building permit shall not be denied for single-family residential development to be located on a tract of land when all of the following conditions are satisfied:

1. The total area owned by the applicant shall have been conveyed by a single deed prior to June 29, 1973, or prior to annexation as part of the City;
2. All required street rights-of-way shall have been previously dedicated; and
3. All required easements shall have been previously granted.

The proposed amendments, all found within the Zoning Ordinance, Section 36 of the Norman Municipal Code, are as follows:

#### **Sec. 36-514. R-1, SINGLE-FAMILY DWELLING DISTRICT**

\* \* \*

(5) *Intensity of use.* There shall be a lot area of not less than 6,000 square feet, except that where a lot has less area than herein required, either in existence on the effective date of the ordinance from which this section derived, July 13, 1954, or by subdivision complying with NCC 30-605 and all the boundary lines of that lot touch lands under other ownership on the effective date of the ordinance from which this article is derived, July 13, 1954, that lot may be used for any of the uses permitted by this section.

#### **SEC. 36-516. – R-2, TWO-FAMILY DWELLING DISTRICT**

\* \* \*

(5) *Intensity of use.*

a. There shall be a lot area of not less than 5,000 square feet for a single-family dwelling; 7,000 square feet for a two-family dwelling or a single-family dwelling and a garage apartment on the same lot.

b. Where a lot has less area than herein required, either in existence on the effective date of the ordinance from which this section derived, July 13, 1954, or by subdivision complying with NCC 30-605 and all the boundary lines of that lot touch lands under other ownership on the effective date of the ordinance from which this article is derived (July 13, 1954), that lot may be used only for the uses permitted in R-1, Single-Family Dwelling District.

## **SEC. 36-520. – R-3, MULTIFAMILY DWELLING DISTRICT**

\* \* \*

### **(5) *Intensity of use.***

a. There shall be a lot area of not less than 5,000 square feet for a single-family dwelling, and 7,000 square feet for a two-family dwelling or a single-family dwelling and a garage apartment on the same lot.

b. Where a lot of less area than herein required, either in existence on the effective date of the ordinance from which this section derived, July 13, 1954, or by subdivision complying with NCC 30-605 having all the boundary lines touching lands under other ownership on the effective date of the ordinance from which this article is derived, July 13, 1954, that lot may be used only for single-family purposes the uses permitted in R-1, Single-Family Dwelling District.

**DISCUSSION:** This proposed amendment is a housekeeping measure for the Zoning Code. The proposed amendment objective is to enhance clarity and ensure consistency in the treatment of these undersized lots for the purposes of subdivision and zoning. The attached ordinance provides for clarification within the Zoning Code and eliminate possible conflicts with the existing Subdivision Regulations and eliminate some procedural hurdles for existing undersized lots meeting the parameters set forth in 30-605.

**RECOMMENDATION:** Staff forwards this possible amendment to Chapter 36, Zoning Ordinance, as Ordinance O-2324-54 for consideration by City Council.

**PLANNING COMMISSION RESULTS:** At their meeting of June 13, 2024, the Planning Commission recommended adoption of Ordinance O-2324-54 by a vote of 9-0.

## Ordinance No. O-2324-54

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTIONS 36-514 (“R-1, SINGLE-FAMILY DWELLING DISTRICT”), 36-516 (“R-2, TWO-FAMILY DWELLING DISTRICT”), AND 36-520 (“R-3, MULTIFAMILY DWELLING DISTRICT”), ALL IN CHAPTER 36 (“ZONING”) OF THE CODE OF THE CITY OF NORMAN TO PERMIT R-1 USES FOR UNDERSIZED LOTS WHERE SUBDIVISION EXISTED AT ZONING ORDINANCE ADOPTION OR OCCURRED IN CONFORMITY WITH SECTION 30-605 OF THE NORMAN MUNICIPAL CODE AND ALL BOUNDARY LINES OF THE SUBJECT LOT TOUCH LANDS UNDER OTHER OWNERSHIP; AND PROVIDING FOR THE SEVERABILITY THEREOF.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

§ 1. That Section 36-514 of the Code of the City of Norman shall be amended to read as follows:

**SEC. 36-514. R-1, SINGLE-FAMILY DWELLING DISTRICT**

(a) *Uses permitted.* Property and buildings in an R-1, Single-Family Dwelling District shall be used only for the following purposes:

\* \* \*

(c) *Area Regulations.*

\* \* \*

(5) *Intensity of use.* There shall be a lot area of not less than 6,000 square feet, except that where a lot has less area than herein required, either in existence on the effective date of the ordinance from which this section derived, July 13, 1954, or by subdivision complying with NCC 30-605 and all the boundary lines of that lot touch lands under other ownership ~~on the effective date of the ordinance from which this article is derived, July 13, 1954,~~ that lot may be used for any of the uses permitted by this section.

\* \* \* \*

§ 2. That Section 36-516 of the Code of the City of Norman shall be amended to read as follows:

**SEC. 36-516. – R-2, TWO-FAMILY DWELLING DISTRICT**

(a) *Uses permitted.* Property and buildings in an R-2, Two-Family Dwelling District shall be used only for the following purposes:

\* \* \*

(c) *Area Regulations.*

\* \* \*

(5) *Intensity of use.*

a. There shall be a lot area of not less than 5,000 square feet for a single-family dwelling; 7,000 square feet for a two-family dwelling or a single-family dwelling and a garage apartment on the same lot.

b. Where a lot has less area than herein required, either in existence on the effective date of the ordinance from which this section derived, July 13, 1954, or by subdivision complying with NCC 30-605 and all the boundary lines of that lot touch lands under other ownership ~~on the effective date of the ordinance from which this article is derived (July 13, 1954)~~, that lot may be used only for the uses permitted in R-1, Single Family Dwelling District.

\* \* \* \*

§ 3. That Section 36-520 of the Code of the City of Norman shall be amended to read as follows:

**SEC. 36-520. – R-3, MULTIFAMILY DWELLING DISTRICT**

(a) *Uses permitted.* Property and buildings in an R-3, Multifamily Dwelling District shall be used only for the following purposes:

\* \* \*

(c) *Area Regulations.*

\* \* \*

(5) *Intensity of use.*

a. There shall be a lot area of not less than 5,000 square feet for a single-family dwelling, and 7,000 square feet for a two-family dwelling or a single-family dwelling and a garage apartment on the same lot.

b. There shall be a lot area of not less than 9,000 square feet for apartment houses, and 3,000 square feet additional area for each dwelling unit more than three on the lot.

b. Where a lot of less area than herein required, either in existence on the effective date of the ordinance from which this section derived, July 13, 1954, or by subdivision complying with NCC 30-605 having all the boundary lines touching lands under other ownership ~~on the effective date of the ordinance from which this article is derived, July 13, 1954~~, that lot may be used only for ~~single family purposes~~ the uses permitted in R-1, Single Family Dwelling District.

\* \* \* \*

§ 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the



remaining portions of this ordinance, except that the effective date provision shall not be severable from the operative provisions of the ordinance.

ADOPTED this \_\_\_\_\_ day

of \_\_\_\_\_, 2024.

NOT ADOPTED this \_\_\_\_\_ day

of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
(Mayor)

ATTEST:

\_\_\_\_\_  
(City Clerk)

## Ordinance No. O-2324-54

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTIONS 36-514 (“R-1, SINGLE-FAMILY DWELLING DISTRICT”), 36-516 (“R-2, TWO-FAMILY DWELLING DISTRICT”), AND 36-520 (“R-3, MULTIFAMILY DWELLING DISTRICT”), ALL IN CHAPTER 36 (“ZONING”) OF THE CODE OF THE CITY OF NORMAN TO PERMIT R-1 USES FOR UNDERSIZED LOTS WHERE SUBDIVISION EXISTED AT ZONING ORDINANCE ADOPTION OR OCCURRED IN CONFORMITY WITH SECTION 30-605 OF THE NORMAN MUNICIPAL CODE AND ALL BOUNDARY LINES OF THE SUBJECT LOT TOUCH LANDS UNDER OTHER OWNERSHIP; AND PROVIDING FOR THE SEVERABILITY THEREOF.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

§ 1. That Section 36-514 of the Code of the City of Norman shall be amended to read as follows:

**SEC. 36-514. R-1, SINGLE-FAMILY DWELLING DISTRICT**

(a) *Uses permitted.* Property and buildings in an R-1, Single-Family Dwelling District shall be used only for the following purposes:

\* \* \*

(c) *Area Regulations.*

\* \* \*

(5) *Intensity of use.* There shall be a lot area of not less than 6,000 square feet, except that where a lot has less area than herein required, either in existence on the effective date of the ordinance from which this section derived, July 13, 1954, or by subdivision complying with NCC 30-605 and all the boundary lines of that lot touch lands under other ownership, that lot may be used for any of the uses permitted by this section.

\* \* \* \*

§ 2. That Section 36-516 of the Code of the City of Norman shall be amended to read as follows:

**SEC. 36-516. – R-2, TWO-FAMILY DWELLING DISTRICT**

(a) *Uses permitted.* Property and buildings in an R-2, Two-Family Dwelling District shall be used only for the following purposes:

\* \* \*

(c) *Area Regulations.*

\* \* \*

(5) *Intensity of use.*

a. There shall be a lot area of not less than 5,000 square feet for a single-family dwelling; 7,000 square feet for a two-family dwelling or a single-family dwelling and a garage apartment on the same lot.

b. Where a lot has less area than herein required, either in existence on the effective date of the ordinance from which this section derived, July 13, 1954, or by subdivision complying with NCC 30-605 and all the boundary lines of that lot touch lands under other ownership, that lot may be used only for the uses permitted in R-1, Single Family Dwelling District.

\* \* \* \*

§ 3. That Section 36-520 of the Code of the City of Norman shall be amended to read as follows:

**SEC. 36-520. – R-3, MULTIFAMILY DWELLING DISTRICT**

(a) *Uses permitted.* Property and buildings in an R-3, Multifamily Dwelling District shall be used only for the following purposes:

\* \* \*

(c) *Area Regulations.*

\* \* \*

(5) *Intensity of use.*

a. There shall be a lot area of not less than 5,000 square feet for a single-family dwelling, and 7,000 square feet for a two-family dwelling or a single-family dwelling and a garage apartment on the same lot.

b. There shall be a lot area of not less than 9,000 square feet for apartment houses, and 3,000 square feet additional area for each dwelling unit more than three on the lot.

b. Where a lot of less area than herein required, either in existence on the effective date of the ordinance from which this section derived, July 13, 1954, or by subdivision complying with NCC 30-605 having all the boundary lines touching lands under other ownership, that lot may be used only for the uses permitted in R-1, Single Family Dwelling District.

\* \* \* \*

§ 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance, except that the effective date provision shall not be severable from the operative provisions of the ordinance.

ADOPTED this \_\_\_\_\_ day

NOT ADOPTED this \_\_\_\_\_ day

of \_\_\_\_\_, 2024.

of \_\_\_\_\_, 2024.

---

(Mayor)

---

(Mayor)

ATTEST:

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(City Clerk)

- 7. CONSIDERATION OF ADOPTION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-54: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTIONS 36-514 (“R-1, SINGLE-FAMILY DWELLING DISTRICT”), 36-516 (“R-2, TWO-FAMILY DWELLING DISTRICT”), AND 36-520 (“R-3, MULTIFAMILY DWELLING DISTRICT”), ALL IN CHAPTER 36 (“ZONING”) OF THE CODE OF THE CITY OF NORMAN TO PERMIT R-1 USES FOR UNDERSIZED LOTS WHERE SUBDIVISION EXISTED AT ZONING ORDINANCE ADOPTION OR OCCURRED IN CONFORMITY WITH SECTION 30-605 OF THE NORMAN MUNICIPAL CODE AND ALL BOUNDARY LINES OF THE SUBJECT LOT TOUCH LANDS UNDER OTHER OWNERSHIP; AND PROVIDING FOR THE SEVERABILITY THEREOF.**

**ITEMS SUBMITTED FOR THE RECORD:**

1. Staff Report
2. Ordinance (annotated)

**Staff Presentation**

Lora Hoggatt, Planning Services Manager, went over the staff report and changes that are requested to the Zoning Code.

**Public Comments**

None

**Commission Discussion**

Michael Jablonski asked for the size and number of lots, to get a sense of how many lots fall under this.

Ms. Hoggatt explained that applicants requesting ADUs with undersized lots are happening more often. Previously they have been directed to Board of Adjustment. Direction from City Council indicates a desire to simplify this oft requested process.

Mr. Jablonski followed up by asking about lot coverage. Ms. Hoggatt confirmed it is staying at 65%.

**Motion** by Maria Kindel to recommend adoption of Ordinance No. O-2324-54 to City Council;  
**Second** by Jim Griffith.

**The motion was passed unanimously with a vote of 9-0.**

**MISCELLANEOUS COMMENTS OF PLANNING COMMISSION AND STAFF**

Jane Hudson, Planning and Community Development Director, gave an update on the AIM Norman Comprehensive Plan process.

**File Attachments for Item:**

3. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

NORMAN CONVENTION AND VISITORS BUREAU

TERM: 07/31/24 TO 07/31/27, STACEY REYNOLDS, UNIVERSITY OF OKLAHOMA





## CITY OF NORMAN, OK STAFF REPORT

---

**MEETING DATE:** 07/09/2024

**REQUESTER:** Mayor Heikkila

**PRESENTER:** Brenda Hall, City Clerk

**ITEM TITLE:** CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

NORMAN CONVENTION AND VISITORS BUREAU

TERM: 07/31/24 TO 07/31/27, STACEY REYNOLDS, UNIVERSITY OF OKLAHOMA

---

Stacey Reynolds is a reappointment.

**File Attachments for Item:**

4. CONSIDERATION OF CONFIRMATION, REJECTION, AMENDMENT, AND/OR  
POSTPONEMENT OF THE 2024-2025 CITY OF NORMAN YOUTH COUNCIL  
NOMINATIONS



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 07/09/24

**REQUESTER:** AshLynn Wilkerson, Assistant City Attorney

**PRESENTER:** Rick Knighton, Interim City Attorney

**ITEM TITLE:** CONSIDERATION OF CONFIRMATION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE 2024-2025 CITY OF NORMAN YOUTH COUNCIL NOMINATIONS

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### **BACKGROUND:**

On February 9, 2010, City Council adopted Resolution R-0910-92 creating the Norman Youth Council to promote civic engagement among youth, give youth a formal role in local decision-making, and offer real world experiences with elected and advisory bodies. This year Youth Councilors will work on an advocacy project, which will be presented to the City Council at the end of their term.

### **DISCUSSION:**

The recommendations of the following nominations to the Norman Youth Council for 2024-2025 are Peyton Barbour, Britton Carroll, Taylor Covey, Zoey Davenport, Anika Dehadrai, Macy Fiebrich, Anja Fisher, Mahi Gahlot, Bryson Hoyle, Iris Mains, Eliot Michalski, Vilynsia Phillmore, Madeline Smith, Jessie Wong, and Andrew Zhang.

### **RECOMMENDATION:**

Staff recommends the above nominations be appointed to the 2024-2025 Norman Youth Council.

**File Attachments for Item:**

5. CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR REJECTION OF RECEIPT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT AND DIRECTING THE FILING THEREOF.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 07/09/2024

**REQUESTER:** Brenda Hall

**PRESENTER:** Brenda Hall, City Clerk

**ITEM TITLE:** CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR REJECTION OF RECEIPT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT AND DIRECTING THE FILING THEREOF.

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# office memorandum

Date: June 27, 2024

To: Darrell Pyle, City Manager

Through: Chris Mattingly, P.E., Director of Utilities *CM*

From: Peter Wolbach, Staff Engineer - Utilities *PW*

Subject: Purchase Order Approval for 2<sup>nd</sup> Scale Meter Upgrades  
Project SA0005 - Transfer Station Renovations

On June 25, 2024, the Norman Utilities Authority authorized the purchase of a new load scale system from Cross Precision Measurement under a sole source authorization (Consent Docket, Item 11). This item was intended to include procurement and installation of a new load scale system for both the inbound and outbound scales at the Norman Transfer Station but only showed the requested funding for one scale at \$30,000.

To complete the required work for the other scale, staff is requesting authorization for a second purchase order for \$30,000 but still utilizing the same sole source authorization from the Council item. Funding for this second purchase order will be from the Transfer Station Renovations Construction account (33999975-46101 / SA0005), which has an available balance of \$2,356,922.38.

Pursuant to Resolution No. R-1112-55, since the correction is less than \$40,000, the City Manager may approve this item, and approval by the City Council is not required. Approval of this second purchase order in the amount of \$30,000 is recommended.

cc: Nathan Madenwald, P.E., Utilities Engineer  
Peter Wolbach, Staff Engineer - Utilities  
Brenda Hall, City Clerk  
File

ACCEPTED BY: \_\_\_\_\_

*[Signature]*  
Darrel Pyle, City Manager

DATE: 6-28-24

REJECTED BY: \_\_\_\_\_

Darrel Pyle, City Manager

DATE: \_\_\_\_\_



Address	1900 Polaris Parkway, Columbus, OH 43240-4035
Phone	(800) METTLER (800) 638-8537
Fax	(614) 438-4900

www.mt.com

June 3, 2024

Mr. Ryan Taylor  
Product Manager – Truck and Rail Scales  
Cross Precision Measurement  
1100 SE 66<sup>th</sup> St.  
Oklahoma City, OK 73149

Dear Ryan,

This letter will confirm that Cross Precision Measurement is the Sole Authorized Sales and Service Distributor for Mettler Toledo Industrial Scales and Systems in Cleveland County, OK.

Cross Precision Measurement is authorized for sales, service, parts, and rental in the areas described above and is authorized to perform warranty service on the behalf of Mettler Toledo.

Any questions concerning the relationship between Cross Precision Measurement and Mettler Toledo or the status of the Authorized Industrial Distributor Agreement should be addressed to the undersigned.

Sincerely,

Michael LaReau  
Mettler Toledo International Inc.  
Area Distributor Manager  
Central Region



Mr. Dianna Cade  
City of Norman Transfer Station  
3901 S. Chautauqua  
Norman OK 73072

03-15-24

RE: Inbound Truck Scale Conversion

Dianna,

After inspecting your scale we believe the most efficient method of bringing the scales up to date is to provide a quote for the conversion of the scales to the PDX system. The VKR211 system is NTEP approved for this scale and **comes with a 10 year no questions asked guarantee.** This guarantee covers all parts, labor, travel time and mileage for any non-abuse related failure for a period of 10-years.

This quote would include the following scope of work:

- Removal of the obsolete weighing system
- Conversion of hardware mounted to the scale to accept new load cells
- Installation of load cell system
- Installation of related wiring and grounding hardware
- Installation of Instrumentation
- Startup and Calibration

This quote would include the following Parts:

- 1 ea. Mettler Toledo IND780 PDX Board (Customers existing indicators to be used)
- 1 ea. VKR211 Conversion Kit for MTX load cells
- 1 ea. 30' homerun cable

Estimated Completion Schedule:

- Estimated 1 week on delivery of parts
- Estimated 1 day scale down time

Cross will provide equipment and service at quoted terms and pricing:

1 (EA) Equipment Price-----	\$24,500.00
1 (EA) Service Price-----	\$5,000.00
1 (EA) Freight-----	\$500.00
Total-----	\$30,000.00

NOTE: No cleaning of the pits is included in this estimate but it would be required to be completed prior to work starting. Work to be completed on a Saturday.

**Terms:**

**Delivery: Approx. 1 Week ARO**

**Scale Down time: Approx 1 day**

**Freight: Included**

**Quote is Valid through 06-01-24**

**Payment Terms:**

- **Deposit: 30% down with order, \$9,000.00**
- **Balance of Equipment due upon shipment,**
- **Balance of labor due upon completion,**
- **Sales Tax: No sales tax is included in pricing. Any applicable sales taxes will be added**
- **The only requirement to keep the 10-year guarantee in force is that Cross must provide the bi-annual calibration of the truck scale.**

Thank you again for this opportunity and I look forward to working with you throughout the successful completion of this and many other equipment projects.

Sincerely,

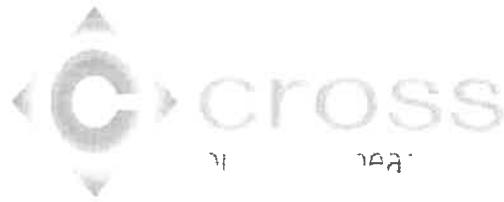
**Ryan Taylor**  
**405-850-0189**  
**ryan.taylor@crossco.com**

**Quote Accepted:**

**Date:** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Authorized Signature** \_\_\_\_\_



Mr. Dianna Cade  
City of Norman Transfer Station  
3901 S. Chautauqua  
Norman OK 73072

03-15-24

RE: Outbound Truck Scale Conversion

Dianna,

After inspecting your scale we believe the most efficient method of bringing the scales up to date is to provide a quote for the conversion of the scales to the PDX system. The VKR211 system is NTEP approved for this scale and **comes with a 10 year no questions asked guarantee.** This guarantee covers all parts, labor, travel time and mileage for any non-abuse related failure for a period of 10-years.

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- **The only requirement to keep the 10-year guarantee in force is that Cross must provide the bi-annual calibration of the truck scale.**

Thank you again for this opportunity and I look forward to working with you throughout the successful completion of this and many other equipment projects.

Sincerely,

**Ryan Taylor**  
**405-850-0189**  
**ryan.taylor@crossco.com**

**Quote Accepted:**

**Date:** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Authorized Signature** \_\_\_\_\_



**DATE:** June 25, 2024

**TO:** Darrel Pyle, City Manager

**FROM:** Joseph Hill, Streets Program Manager  
David Riesland, Transportation Engineer

**THROUGH:** Scott Sturtz, Interim Director of Public Works

**SUBJECT:** Approval of Contract K-2324-189 with Arroyo's Concrete LLC, for the installation of bollards for the Festival Streets Bollards project pavement preparation and appropriation of funds in the amount of \$26,825.00 from project TC0284 Account #50596688

**BACKGROUND:**

The Traffic Control Division has long supported the Norman and University of Oklahoma Police Departments in closing streets for football games, typically using Type III barricades, which have proven inconvenient for staff and pedestrians. To address this, staff began discussions with the Business and Community Affairs (BACA) Committee. The BACA Committee proposed using bollards as an alternative to facilitate easier pedestrian access while maintaining vehicular restrictions. The BACA Committee favored retractable bollards over removable ones due to their ease of deployment and enhanced safety features. The installation process involves various steps, including utility assessment, concrete strip addition, and the boring of holes for bollard placement.

A pilot project in Campus Corner began in June of 2023, encompassing both bollard procurement and street preparation. To-date, the bollards have been secured, the concrete strips have been added, and the utility assessment has been completed.

**DISCUSSION:**

On May 28, 2024, staff sent out a solicitation for quotes to several contractors for the installation of the bollards. The solicitation is attached to this memo. Three (3) quotes were received with Arroyos offering the lowest quote at \$925 per bollard for a total of \$26,825.00.

If approved, the contractor will begin work immediately. A drop-dead date of July 29, 2024 was set for the completion of this project.

The contract, a map of the locations, and specifications for the selected bollards are attached.

**RECOMMENDATION NO. 1:**

Staff recommends approval of Contract K-2324-189 in the amount of \$26,825.00 for the installation of 29 bollards for the Festival Streets Bollards Project from project No. TC0284 Account #50596688

ACCEPTED BY:   
Darrel Pyle, City Manager

DATE: 6-25-24

## CERTIFICATE OF NONDISCRIMINATION

In connection with the performance of work under this contract, the Contractor agrees as follows:

- A. The contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. The Contractor shall take affirmative action to ensure that employees are treated without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor and Subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions in this section.
- B. In the event of the Contractor's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The Contractor may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.
- C. The Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

I have read the above stated clauses and agree to abide by their requirements.

Emilio Arroyo  
Contractor

ATTEST:

\_\_\_\_\_  
Name and Title

**"FALSE INFORMATION AFFIDAVIT"**

STATE OF OKLAHOMA )  
 ) ss:  
 COUNTY OF OKLAHOMA )

Veronica Arroyo, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of Arroyo's Concrete LLC to submit the above Contract to the City of Norman, Oklahoma.

This affidavit further states that neither the bidding company nor any other company, owned or previously owned by anyone who is in an ownership or managerial capacity with the bidding company has ever knowingly submitted false information to the City.

Emilio Arroyo

Contractor

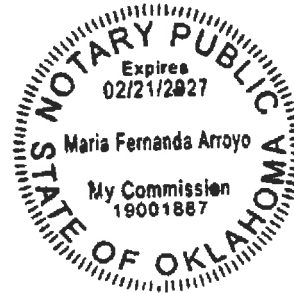
Subscribed and sworn to before me this 12th day of JUNE, 20 2024

Maria Fernanda Arroyo

Notary Public

My Commission Expires:

02/21/2027





**CONTRACT**

THIS CONTRACT made and entered into this 25<sup>th</sup> day of June, 2024 by and between ARROYO'S CONCRETE, LLC as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

**WITNESSETH**

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other solicitation materials for the work hereinafter described and has approved and adopted all of said solicitation materials, and has submitted notice of solicitation for bids or proposals, and has received sealed proposals for the furnishing of all labor and materials for the following projects:

**CAMPUS CORNER BOLLARD PROJECT**

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said notice of solicitation for bids or proposals, has submitted to the CITY in the manner and at the time specified, a proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY, in the manner provided by law, has opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best "bidder" in response to the solicitation for proposals on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit:

(WRITTEN) TWENTY-SIX THOUSAND EIGHT HUNDRED TWENTY-FIVE 00/100 (DOLLARS):

(NUMERALS) (\$ 26,825.00 ).

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

- 1) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: The notice of solicitation for bids or proposals, the solicitation materials, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.
- 2) The CITY shall make payments as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Contract No. K-2324-189

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 62, Section 310.9.

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations, said official shall make his final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainages) will be approved and paid.

3) It is further agreed that the CONTRACTOR will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously. Any suspension of work must be approved by the engineer or the engineer's representative. The contract period is as follows:

**CAMPUS CORNER BOLLARD PROJECT**

A. Contract Expires on July 29, 2024

4) That the CITY shall pay the CONTRACTOR for the work performed as follows:

- a. Payment for unit price items shall be at the unit price bid or proposal for actual construction quantities.
- b. Construction items specified but not included as solicitation materials shall be considered incidental and shall not be paid for directly, but shall be included in the contract price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt rise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

And that the CONTRACTOR'S bid/proposal is hereby made a part of this Agreement.

- 5) The amount of retainage with respect to progress payments will be 5%, or as otherwise allowed by law or determined by the Norman City Council, as applicable.
- 6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.
- 7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefore at the unit price and as agreed to by both parties in the execution of the Change Order.

Contract No. K-2324-189

Page 2 of 4

8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind, and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the CITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay liquidated damages, as stipulated in the contract document and the General Conditions included in the City of Norman Standard Specifications and Construction Drawings, for each calendar day thereafter.

10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project. The CONTRACTOR shall provide written documentation from the Maintenance Bond Company that all work, including Change Orders, is covered by the Maintenance Bond before final acceptance of the project.

11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

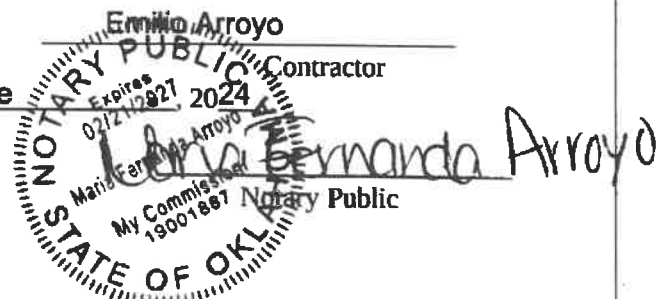
12) To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any way to restrict the freedom of the third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

13) The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

STATE OF Oklahoma )  
 ) ss:  
COUNTY OF OKLAHOMA )

Veronica Arroyo of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the CITY. Affidavit further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the CITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

Subscribed and sworn to before me this 12th day of June



Contract No. K-2324-189

Page 3 of 4

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 12<sup>th</sup> day of June, 2024, and the 12<sup>th</sup> day of June, 2024.

(Corporate Seal) (where applicable)

\_\_\_\_\_

ATTEST:  
Authorized Representative

Corporate Secretary (where applicable)

Principal

Signed: Vero Arroyo

Title: Manager

Address 1233 SW 41st ST, OKC, OK 73109

Telephone: 405-637-9818

CITY OF NORMAN:

Approved as to form and legality this 25 day of June, 2024.

K. J. [Signature]  
City Attorney

Approved by the Council of the City of Norman, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

Brenda Hall  
City Clerk

[Signature]  
City Manager ~~Mayor~~

Contract No. K-2324-189

Page 4 of 4

**CONTRACT AFFIDAVIT**

STATE OF Oklahoma )  
 ) ss:  
 COUNTY OF Oklahoma )

Veronica Arroyo, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of Arroyo's Concrete LLC to submit the above Contract to the City of Norman, Oklahoma.

Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

Emilio Arroyo

Contractor

Subscribed and sworn to before me this 12th day of June, 20 24.

Maria Fernanda Arroyo  
 Notary Public

My Commission Expires:

02/21/2027



**File Attachments for Item:**

6. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2324-59 SUBMITTED BY AIRGAS USA, LLC, IN THE AMOUNT OF \$143.70 PER TON FOR THE PURCHASE OF LIQUID OXYGEN FOR THE WATER TREATMENT FACILITY.



## CITY OF NORMAN, OK STAFF REPORT

---

**MEETING DATE:** 7/9/2024

**REQUESTER:** Rachel Camp, Water Treatment Plant Manager

**PRESENTER:** Rachel Camp, Water Treatment Plant Manager

**ITEM TITLE:** CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2324-59 SUBMITTED BY AIRGAS USA, LLC, IN THE AMOUNT OF \$143.70 PER TON FOR THE PURCHASE OF LIQUID OXYGEN FOR THE WATER TREATMENT FACILITY.

---

### **BACKGROUND:**

Liquid Oxygen is used at the Water Treatment Plant to create ozone for removing taste and odor compounds in drinking water. Bids for chemical purchases are either extended each year, or rebid. Funds in the amount of \$1,241,040.90 have been budgeted for FYE 2025 in Water Treatment Plant – Operating Chemicals (Account No. 31955234-43108) for purchase of all treatment chemicals.

### **DISCUSSION:**

Specifications for Bid 2324-59 for Liquid Oxygen were sent to seven (7) vendors and one (1) bid was received on June 6, 2024, submitted by Airgas USA, LLC in the amount of \$143.70. Compared to a cost of \$124.57 per ton from last year, this is an increase of 15.4%.

### **RECOMMENDATION:**

Purchases will be made throughout FYE 2025. Staff recommends acceptance of Bid 2324-59 from Airgas USA, LLC in the amount of \$143.70 per ton for the purchase of Liquid Oxygen used in the water treatment process.

CITY OF NORMAN  
Office of the Purchasing Agent  
Norman, Oklahoma

FORM FOR BIDDERS NO. 2324-59

Opening of Bids  
City of Norman  
Purchasing  
PO Box 370  
Norman, Oklahoma 73070

Bid Opening:  
June 6, 2024  
2:00PM

Dear Sir:

The undersigned bidder declares that before preparing this bid he read carefully the detailed specifications and that his bid is made with full knowledge of the kind, quality, and quantity of the materials or services to be furnished.

The undersigned bidder offers and proposes to furnish the materials, equipment, or other services hereinafter set forth, in the manner and under the conditions and in accordance with the specifications on file in the Office of the Purchasing Agent.

The quantity of this product to be purchased by the City of Norman may be any number in the anticipated quantity range hereinafter listed. This is an estimated quantity to be purchased, but does not in any way bind the City of Norman to purchase said quantity. Said purchases are to be made from date of award. All bids are to be made on a per unit basis. The anticipated quantity range is 200-225 tons per year.

SECTION I:

UNIT PRICE PER TON

Liquid Oxygen

\$ 143.7044

DELIVERY DATE: 5 (days after verbal order)

All items or materials shall be delivered to the City of Norman with transportation charges prepaid by the bidder.



## AFFIDAVIT OF NON-COLLUSION

STATE OF OK)COUNTY OF TULSA)ss

Gary Forrest, 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. Affidavit further states that the bidder has not been a party to any collusion among bidders in restraint to 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 prospective contract; or in any discussion between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Norman, Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

Bidder

By:

Airgas USA, LLC

Subscribed and sworn to before me on this 4 day of June, 2024

Laura M. Porting  
NOTARY PUBLIC (or Judge)

My Commission Expires 02-24-2025

BID RECORD  
City of Norman

Item 6.

BID: 2324-59

TITLE: LIQUID OXYGEN

DATE: 6/6/24

BIDDER NAME					
	TOTAL BID				
1. Airgas	\$ 143.7044	\$	\$	\$	\$
2.	\$	\$	\$	\$	\$
3.	\$	\$	\$	\$	\$
4.	\$	\$	\$	\$	\$
5.	\$	\$	\$	\$	\$
6.	\$	\$	\$	\$	\$
7.	\$	\$	\$	\$	\$
8.	\$	\$	\$	\$	\$
9.	\$	\$	\$	\$	\$
10.	\$	\$	\$	\$	\$
11.	\$	\$	\$	\$	\$
12.	\$	\$	\$	\$	\$
13.	\$	\$	\$	\$	\$

Received and Opened by: Fred Duke

Date: 6.6.2024

CITY OF NORMAN  
Office of the Purchasing Agent  
Norman, Oklahoma

FORM FOR BIDDERS NO. 2324-59

Opening of Bids  
City of Norman  
Purchasing  
PO Box 370  
Norman, Oklahoma 73070

Bid Opening:  
June 6, 2024  
2:00PM

Dear Sir:

The undersigned bidder declares that before preparing this bid he read carefully the detailed specifications and that his bid is made with full knowledge of the kind, quality, and quantity of the materials or services to be furnished.

The undersigned bidder offers and proposes to furnish the materials, equipment, or other services hereinafter set forth, in the manner and under the conditions and in accordance with the specifications on file in the Office of the Purchasing Agent.

The quantity of this product to be purchased by the City of Norman may be any number in the anticipated quantity range hereinafter listed. This is an estimated quantity to be purchased, but does not in any way bind the City of Norman to purchase said quantity. Said purchases are to be made from date of award. All bids are to be made on a per unit basis. The anticipated quantity range is 200-225 tons per year.

SECTION I:

UNIT PRICE PER TON

Liquid Oxygen

\$ 143.7044

DELIVERY DATE: 5 (days after verbal order)

All items or materials shall be delivered to the City of Norman with transportation charges prepaid by the bidder.



CITY OF NORMAN  
Office of the Purchasing Agent  
Norman, Oklahoma

FORM FOR BIDDERS NO. 2324-59

Opening of Bids  
City of Norman  
Purchasing  
PO Box 370  
Norman, Oklahoma 73070

Bid Opening:  
June 6, 2024  
2:00PM

Dear Sir:

The undersigned bidder declares that before preparing this bid he read carefully the detailed specifications and that his bid is made with full knowledge of the kind, quality, and quantity of the materials or services to be furnished.

The undersigned bidder offers and proposes to furnish the materials, equipment, or other services hereinafter set forth, in the manner and under the conditions and in accordance with the specifications on file in the Office of the Purchasing Agent.

The quantity of this product to be purchased by the City of Norman may be any number in the anticipated quantity range hereinafter listed. This is an estimated quantity to be purchased, but does not in any way bind the City of Norman to purchase said quantity. Said purchases are to be made from date of award. All bids are to be made on a per unit basis. The anticipated quantity range is 200-225 tons per year.

SECTION I:

UNIT PRICE PER TON

Liquid Oxygen

\$ 143.7044

DELIVERY DATE: 5 (days after verbal order)

All items or materials shall be delivered to the City of Norman with transportation charges prepaid by the bidder.



## AFFIDAVIT OF NON-COLLUSION

STATE OF OK)COUNTY OF Tulsa)ss

Gary Forrest, 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. Affidavit further states that the bidder has not been a party to any collusion among bidders in restraint to 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 prospective contract; or in any discussion between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Norman, Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

Airgas USA, LLC  
 Bidder \_\_\_\_\_  
 By: [Signature]

Subscribed and sworn to before me on this 4 day of June, 20 24

Laura M. Porting  
 NOTARY PUBLIC (or Judge)

My Commission Expires 02-24-2025



**File Attachments for Item:**

7. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PAYMENT OF FYE 2025 DUES ASSESSMENT IN THE AMOUNT OF \$65,000 TO THE OKLAHOMA MUNICIPAL LEAGUE FOR THE PERIOD OF JULY 1, 2024, THROUGH JUNE 30, 2025.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 07/09/2024

**REQUESTER:** Brenda Hall, City Clerk

**PRESENTER:** Brenda Hall, City Clerk

**ITEM TITLE:** CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PAYMENT OF FYE 2025 DUES ASSESSMENT IN THE AMOUNT OF \$65,000 TO THE OKLAHOMA MUNICIPAL LEAGUE FOR THE PERIOD OF JULY 1, 2024, THROUGH JUNE 30, 2025.

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**OKLAHOMA MUNICIPAL LEAGUE, INC.**  
**201 N.E. 23rd Street - Oklahoma City OK 73105**  
**405-528-7515 - 800-324-6651 - 405-528-7560 Fax**

May 10, 2024

OML President  
 City Manager, Pam Polk  
 City of Durant

District 8  
 Mayor, Nikki Lloyd  
 Bethany

Mayor, Larry Heikkila  
 City of Norman  
 PO Box 370  
 Norman, OK 73070

Dear Larry Heikkila:

The Oklahoma Municipal League (OML) appreciates and values your continued support and participation in the League.

OML is your organization and as such we work diligently to provide members with the resources you need for your community. Below are a few examples of how OML has put revenue back into your community by our efforts at the Capitol:

- OML led the fight for sales and use tax reform to reduce the retainage fee which provides for additional funds to remain in your community since its passage.
- OML was the leading voice for municipalities for online sales tax reform, bringing over **\$300 million** to the state.
- The OML Legal team has been active in legal advocacy for municipal governments in the Court system as well. This past year OML filed several amicus briefs in cases before the Oklahoma Supreme Court. Topics included municipal revenue, franchise fees, and a case focusing on out of boundary municipal water protection.

This year OML continues to sponsor and support legislation to enhance municipal budgets: The League worked with the Legislature to pass legislation that creates a process to prevent the removal of municipal liens on nuisance property by implementing a reserve on the property in a sheriff's sale equal to the amount of the tax liability and abatement liens.

OML successfully lobbied Congress to secure Oklahoma municipalities direct appropriations from the American Rescue Plan Act (ARPA). Due to OML's efforts, Oklahoma municipalities received **\$237,022,232.00** in federal funds. OML continues to assist municipalities with the management of these funds with ongoing workshops and specialized one-on-one assistance.

In addition to all the incredible work OML does at the State Capitol on your behalf, we continue to provide the most comprehensive inquiry, research and training programs built to assist your community for any need.

Together we provide a unified voice for Oklahoma municipalities. The number one ingredient for success at the legislature and state agencies is a united and collective voice.

We are looking forward to continuing to work with you and your community for the betterment of Oklahoma cities and towns. Please feel free to contact OML at 405-528-7515 if you have questions or desire additional information.

Sincerely,

Mike Fina  
 Executive Director





## 2024-2025 Service Fees for Norman

### How Does It All Add Up?

Base	n/a
Sales Tax Formula	\$ 120,288.46
Use Tax Formula	\$ 7,654.94
Per Capita	\$ 5,121.04
Discount	- \$ 68,064.44
Total Service Fees	\$ 65,000.00

The following information was used to figure your 2024-2025 service fees:

2020 Census Population:	128,026
2023 Total Sales Tax Receipts:	\$99,237,983.07
2023 Use Tax Receipts:	\$15,788,309.58
2023 Municipal Sales Tax Rates:	4.13

Base = n/a

Sales Tax Formula = 2023 Total Sales Tax Receipts divided by 2023 Municipal Sales Tax Rate times .005

Use Tax Formula = 2023 Total Sales Tax Receipts divided by 2023 Municipal Sales Tax Rate times 0.002.

Per Capita = 2020 Census Population times 0.04

If a payment plan works best, please feel free to contact April Bradbury at OML and make those arrangements, [april@oml.org](mailto:april@oml.org) or 405-528-7515

## Invoice

Page 1/1  
 Invoice 088956  
 Date 6/3/2024

**Oklahoma Municipal League**

201 NE 23rd St - Physical  
 PO Box 268984 - for Payments  
 Oklahoma City OK 73126-8984

Bill To: NORMAN  
 201 W GRAY  
 PO BOX 370  
 NORMAN OK 73070

Ship To: NORMAN  
 201 W GRAY  
 PO BOX 370  
 NORMAN OK 73070

Purchase Order No.		Customer ID		Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
		140500			SHIPPING	DUE UPON RECEIPT	6/3/2024	120,024
Ordered	Shipped	B/O	Item Number	Description		Discount	Unit Price	Ext. Price
1.00	1.00	0.00	SFEES	2024-2025 OML Annual Service Fees		\$0.00	\$65,000.00	\$65,000.00

Please return a copy of invoice with remittance.  
 Please disregard this invoice if you have already  
 made payment.

Subtotal	\$65,000.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$65,000.00

**File Attachments for Item:**

8. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PAYMENT OF FYE 2025 DUES ASSESSMENT IN THE AMOUNT OF \$83,335 TO THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS FOR THE PERIOD OF JULY 1, 2024, THROUGH JUNE 30, 2025.



## CITY OF NORMAN, OK STAFF REPORT

---

**MEETING DATE:** 07/09/2024

**REQUESTER:** Brenda Hall, City Clerk

**PRESENTER:** Brenda Hall, City Clerk

**ITEM TITLE:** CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PAYMENT OF FYE 2025 DUES ASSESSMENT IN THE AMOUNT OF \$83,335 TO THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS FOR THE PERIOD OF JULY 1, 2024, THROUGH JUNE 30, 2025.

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4205 N. Lincoln Blvd. | Oklahoma City, OK 73105 | 405.234.2264 | [acogok.org](http://acogok.org)

July 1, 2024

INVOICE #7833

City of Norman  
201 West Gray  
Norman, Oklahoma 73070-0370  
[accounts.payable@normanok.gov](mailto:accounts.payable@normanok.gov)

ACOG Basic Assessment for FY-25	47,251.00
ACOG Transportation Assessment for FY-25	14,668.00
5ACOG Water Quality Assessment for FY-25	<u>21,416.00</u>
<i>Total FY-25 Dues Assessment</i>	<u>\$83,335.00</u>

Voting privileges are forfeited upon non-payment of dues within 120 days of July 1.

**File Attachments for Item:**

9. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$500 FROM THE J.M. WILLIAMS REVOCABLE TRUST TO BE USED FOR COMMUNITY OUTREACH BY THE NORMAN POLICE DEPARTMENT AND APPROPRIATION OF FUNDS AS OUTLINED IN THE STAFF REPORT.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** July 9, 2024

**REQUESTER:** Lisa Tullius, Administrative Assistant IV

**PRESENTER:** Kevin Foster, Chief of Police

**ITEM TITLE:** CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$500 FROM THE J.M. WILLIAMS REVOCABLE TRUST TO BE USED FOR COMMUNITY OUTREACH BY THE NORMAN POLICE DEPARTMENT AND APPROPRIATION OF FUNDS AS OUTLINED IN THE STAFF REPORT.

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### **BACKGROUND:**

The J.M. Williams Revocable Trust mailed in check # 13115, dated 6/25/2024, in the amount of five hundred dollars [\$500] for use by the City of Norman Police Department.

In accordance with City Code Section 12-110, any donation valued above \$250 to be received by the City, whether in the form of monies or any other thing of value, shall be required to be accepted by the City Council prior to any use or disbursement of such monies or thing of value by or to any City operation or cause.

This item is being brought forward for that purpose.

### **DISCUSSION:**

This is a private, unsolicited donation from the J.M. Williams Revocable Trust to be used at the Police Department's discretion. It was provided by mail with no stipulations or requests for a specific purpose. The Police Department wants to use the \$500 to assist with community outreach events.

### **RECOMMENDATION:**

It is recommended the \$500 donation be accepted, deposited into the Police Donations revenue account (106-363376), and appropriated into the Police Administration Division, Community Outreach Supply account (10660310-43136).

**File Attachments for Item:**

10. CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT SIX TO CONTRACT K-1920-133: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND CROSSLAND CONSTRUCTION COMPANY, INC., INCREASING THE CONTRACT BY \$387,838.56 TO ESTABLISH GUARANTEED MAXIMUM PRICE FOR THE REPLACEMENT OF THE GENERATOR FOR BUILDING 201 ASSOCIATED WITH IMPROVEMENTS FOR THE MUNICIPAL COMPLEX RENOVATION PROJECT AND TRANSFER OF FUNDS FROM OTHER PROJECTS.





## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 07/09/2024

**REQUESTER:** Brenda Hall, City Clerk

**PRESENTER:** Brenda Hall, Project Manager

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT SIX TO CONTRACT K-1920-133: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND CROSSLAND CONSTRUCTION COMPANY, INC., INCREASING THE CONTRACT BY \$387,838.56 TO ESTABLISH GUARANTEED MAXIMUM PRICE FOR THE REPLACEMENT OF THE GENERATOR FOR BUILDING 201 ASSOCIATED WITH IMPROVEMENTS FOR THE MUNICIPAL COMPLEX RENOVATION PROJECT AND TRANSFER OF FUNDS FROM OTHER PROJECTS.

### **BACKGROUND:**

City Council and Norman Municipal Authority, in its meeting of March 12, 2020, approved Contract K-1920-133 with Crossland Construction Company, Inc., in the amount of \$32,390, to provide Construction Manager at Risk Services (CMaR) for the Municipal Complex Renovation Project. On March 23, 2021, Amendment One was approved by Council to establish the guaranteed maximum price (GMP) of \$6,392,330 for the Development Center portion of the project. On October 26, 2021, City Council approved Amendment Two to K-1920-133, setting a GMP of \$667,562 for the City Hall portion of the project. Amendment Three to Contract K-1920-133 in the amount of \$492,185.38 covered additional costs related to asbestos removal in the Development Center portion of the project. Amendment Four to Contract K-1920-133 in the amount of \$3,500,000 covered the reconstruction of Building A for the Municipal Court facility, which is now under construction. Amendment Five to Contract K-1920-133 in the amount of \$3,300,000 covered the reconstruction of Building C for Human Resources and IT.

### **DISCUSSION:**

Initially, Staff solicited competitive bids for replacement of the generator for Building 201 as a standalone project twice; however, no bids were received. As a result Staff consulted with Crossland Construction, Inc., (Crossland), who is the City's current Construction Manager at Risk (CMAR) contractor for the Municipal Complex Renovation Project, to see if they would consider the project as an amendment to the City's current contract. Crossland agreed to do so and solicited competitive bids under the CMAR process. Construction bids were opened on June 11, 2024.

A guaranteed maximum price (GMP) of \$387,838.56 for purchase and installation has been established for this project and can be awarded by amendment. Funds in the amount of \$138,500 remain in 201 W. Gray Admin. Building Generator, Construction (Account 50196644-46101; Project BG0067) and it is necessary to transfer funds from other completed projects to have adequate funds for this project.

**RECOMMENDATION:**

Staff recommends City Council approve Amendment Six to Contract K-1920-133 with Crossland increasing the Municipal Complex Renovation Contract by \$387,838.56 for the Building 201 Generator Replacement Project.

Staff also recommends City Council approve the transfer of capital project funds as outlined below:

**FROM**

\$121,000 from Building A Generator, Construction (50196644-46101; Project BG0078)

\$50,000 from Building C Restroom Renovation, Construction (50196677-46101; Project EF0225)

\$78,399 from Municipal Complex Renovation, Construction (50196644-46101; Project BG0075)

**To**

201 W. Gray Admin. Building Generator, Construction (50196644-46101; Project BG0067).

Contract No. K-1920-133  
Amendment No. 6

**AMENDMENT NO. 6 TO  
CONSTRUCTION MANAGER AT RISK AGREEMENT  
BETWEEN  
THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY AND  
CROSSLAND CONSTRUCTION COMPANY, INC.**

THIS AMENDMENT NO. 6 TO CONSTRUCTION MANAGER AT RISK AGREEMENT (this "Sixth Amendment") is made as of April 14<sup>th</sup>, 2023, between the Norman Municipal Authority, a public trust having as its sole beneficiary, the City of Norman, Oklahoma ("NMA") and CROSSLAND CONSTRUCTION COMPANY, INC., an Oklahoma corporation (the "Construction Manager").

**RECITALS:**

A. NMA and the Construction Manager entered into that certain Construction Manager at Risk Agreement (Contract No. K-1920-133), dated March 24, 2020 (the "Agreement"), for design phase review and complete construction services related to the Municipal Complex Renovation Project, located at 201 West Gray Street, Norman, Oklahoma (the "Municipal Complex"). Agreement No. 1 is for the Development Center portion of the project, Amendment No. 2 was for Building 201 (city hall), and Amendment No. 3 covers the additional costs associated with the abatement of asbestos in the Development Center. Amendment No. 4 is for the Municipal Court Renovation (Building A). Amendment No. 5 is for the Municipal IT-HR Renovation (Building C). Amendment No. 6 is for the Generator Replacement at Building 201. Unless otherwise set forth herein, all capitalized terms used in this Sixth Amendment shall have the meanings ascribed to them in the Agreement.

B. Pursuant to Section 2.2 of the Agreement, (i) once the drawings and specifications are complete, and after the award of subcontracts to subcontractors, the Construction Manager shall propose a guaranteed maximum price ("GMP"), which shall be the sum of all subcontracts, lump sum self-perform amounts, including allowances and contingencies, and the Construction Manager's fee.

C. The Construction Manager has submitted the GMP Proposal based on the bids received.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, other such good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the promises and covenants set forth below, NMA and the Construction Manager hereby agree as follows:

1. GMP Established. The Construction Manager's guaranteed maximum price for the Work inclusive of all subcontracts, lump sum self-perform amounts, including allowances and contingencies and the Construction Manager's fee, is hereby agreed to be

Contract No. K-1920-133  
Amendment No. 6

\$362,978.56. The GMP is the total compensation from the City to the Construction Manager for its fee for the performance of the work in accordance with Contract Documents and pursuant to any of the following documents, as applicable:

A. Basis for GMP. A written statement of its basis for the GMP proposal is attached hereto as Exhibit A and incorporated herein by reference.

B. Documents. A list of the Drawings and Specifications, including all addenda that were used in preparation of the GMP Proposal, is attached hereto as Exhibit B and incorporated herein by reference.

C. Allowances. A list of allowances related to the Work and a statement of their basis is attached hereto as Exhibit C and incorporated herein by reference.

D. Assumptions. A list of the assumptions and clarifications made by the Construction Manager in the preparation of the GMP Proposal to supplement the information contained in the Drawings and Specifications is attached hereto as Exhibit D and incorporated herein by reference.

E. Proposed GMP. The proposed GMP, including a statement of the estimated cost organized by trade categories, allowances, contingency, General Conditions, and other items and the Fee that comprise the GMP is attached hereto as Exhibit E and incorporated herein by reference.

F. Substantial Completion. The Substantial Completion date upon which the GMP Proposal is based and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based is attached hereto as Exhibit F and incorporated herein by reference.

I. Acceptance Period. The time limit for acceptance of the GMP Proposal is attached hereto as part of Exhibit I.

2. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.


3. Non-Default. By executing this Sixth Amendment, the Construction Manager affirmatively asserts that (i) NMA is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of this Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

[SIGNATURES ON FOLLOWING PAGES]


Contract No. K-1920-133  
Amendment No. 6

IN WITNESS WHEREOF, the Parties have executed this SIXTH AMENDMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Chairperson of the Norman Municipal Authority.

**CONSTRUCTION MANAGER  
(CROSSLAND CONSTRUCTION COMPANY, INC.)**

By:   
Name: AARON STROOPS  
Title: VP-ORCC  
Date: 7.2.24

**ATTEST:**

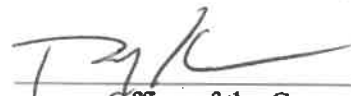
By:   
Subscribed and sworn to me this 2 day of July, 2024.

Commission Number: 21009617  
Expiration Date: 07/22/25



**NORMAN MUNICIPAL AUTHORITY**

Reviewed and approved for form and legality this 5<sup>th</sup> day of July, 2024.

  
Office of the General Counsel

Approved by The City of Norman on this \_\_\_\_\_ day of July, 2024.

By: \_\_\_\_\_  
Larry Heikkila, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Brenda Hall, City Clerk

# CROSSLAND

CONSTRUCTION COMPANY, INC.

**Exhibit A – Basis for GMP**  
**K-1920-113 – Generator Replacement**  
**July 2<sup>nd</sup>, 2024**

408 NE 145th Place  
 Oklahoma City, OK 73013  
 tel 405.748.5043  
 fax 405.748.7214

Brenda Hall  
 City Clerk  
 City of Norman

RE: City of Norman Generator Replacement  
 Recommendation Award Letter Bid Package #01 - Letter #1

Dear Mrs. Hall,

For the above referenced project, we are proposing a guaranteed maximum price (GMP) of three hundred sixty-two thousand, nine hundred seventy-eight dollars and fifty-six cents (\$362,978.56).

Bids for the City of Norman Generator Replacement – Bid Package #1, were received and publicly read aloud in the city council chambers at 201 W Gray St. Norman, OK on June 11<sup>th</sup>, 2024, at 2:00 PM CST. The bidding process was conducted in accordance with the Oklahoma Public Competitive Bidding Act, 61 O.S. 1974, §101

Crossland Construction Company has reviewed the bids for qualifications, completeness, responsiveness, cost, & best value to the owner. For additional information, see breakout pages & summaries below.

<u>Subcontractor / Supplier</u>	<u>Total</u>
<b>GMP 1 (BP1):</b>	
<b>1A General Trades (Crossland Construction)</b>	<b>\$48,698</b>
<ul style="list-style-type: none"> <li>Crossland Construction is recommending responsive low bidder, Total Demo, for this trade contract. Scope includes the entirety of trade contract 2A as detailed in Bid Package #01 documents.</li> </ul>	
<b>26A Electrical (Guerrero Electric)</b>	<b>\$188,150</b>
<ul style="list-style-type: none"> <li>Crossland Construction is recommending responsive low bidder, Crossland, for this trade contract. Scope includes the entirety of trade contract 3A as detailed in Bid Package #01 documents.</li> </ul>	

Please contact me should you have any questions.

Sincerely,



Aaron Stoops  
 Vice President  
 Crossland Construction Company

Enc: Bid Tab & Cost Summary, Allowances, Divisional Bid Tabs, General Conditions Matrix, & Project Requirements

**Project Documents List****Generator Replacement****Drawings Dated 2.16.24 from The McKinney Partnership Architects:**

<b>NO.</b>	<b>SHEET TITLE</b>
A0.0	GENERAL INFORMATION
ARCHITECTURAL	
D1.0	DEMOLITION ENLARGED SITE PLAN
D1.1	DEMOLITION ELEVATION
A1.0	ENLARGED SITE PLAN
A1.1	SITE PLAN DETAILS
A2.0	SITE PLAN – NORMAN STREET FACILITY – ADD ALTERNATE #01
ELECTRICAL	
E0.1	ELECTRICAL NOTES & LEGEND
E1.1	ELECTRICAL POWER PLAN
E1.2	ELECTRICAL ENLARGED POWER PLAN
E1.3	ELECTRICAL SITE PLAN – NORMAN STREET FACILITY – ADD ALTERNATE #01
E2.1	ELECTRICAL SCHEDULES AND RISER
E2.2	ELECTRICAL PANEL SCHEDULES
E2.3	ELECTRICAL PANEL SCHEDULES

**Specifications Dated February 16<sup>th</sup>, 2024 from The McKinney Partnership Architects:****PROCUREMENT AND CONTRACTING REQUIREMENTS****DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS**

000110 - Table of Contents

Structural Engineers Table of Contents

MEP Engineers Table of Contents

004325 - Substitution Request Form - During Procurement

**SPECIFICATIONS****DIVISION 01 -- GENERAL REQUIREMENTS**

012000 - Price and Payment Procedures

012500 - Substitution Procedures

013000 - Administrative Requirements

014000 - Quality Requirements

016000 - Product Requirements

017000 - Execution and Closeout Requirements

017800 - Closeout Submittals

017900 - Demonstration and Training

**DIVISION 02 -- EXISTING CONDITIONS**

024100 - Demolition

**DIVISION 03 -- CONCRETE - REFER TO THE ATTACHED KFC ENGINEERING TABLE OF CONTENTS****DIVISION 04 -- MASONRY**

042000 - Unit Masonry

**DIVISION 07 -- THERMAL AND MOISTURE PROTECTION**

079200 - Joint Sealants

**DIVISION 32 -- EXTERIOR IMPROVEMENTS**

321623 - Sidewalks

323119 - Decorative Metal Fences and Gates

**END OF SECTION**

Section	Section Title .....	pages
	Structural Specification Table of Contents (KFC) .....	1-1

**DIVISION 03 -- CONCRETE**

03 3000 -- Cast In Place Concrete (KFC) .....	1-6
-----------------------------------------------	-----

**Other reports to be included as part of the contract documents:**

Crossland Construction -- Bid Package #1 Dated 5/21/24

CM Addendum #1 dated 5.24.24




### **Allowances**

- **No Allowances are assumed for this project**

**Assumptions.**

1. No assumptions.

**Proposed GMP  
Bid Tab**

<div> <div> <b>CON Generator Upgrade</b>  <b>Bid Package # 1</b>  <b>Bid Tab</b> </div> <div>  </div> </div>			
CON Generator Upgrade		Bid Package # 1	Subcontractor
<b>Date:</b>	7/3/2024		
BP#	Description	Bid Price	Subcontractor
1A	General Trades	\$ 48,698.00	Crossland Construction
26A	Electrical	\$ 188,150.00	Guerrero Electric
	<b>Subtotal Direct Costs</b>	<b>\$ 236,848.00</b>	
	Construction Contingency	\$ 11,842.40	
	General Conditions	\$ 53,910.00	
	Project Requirements	\$ 49,720.00	
	Insurance	\$ 2,013.21	
	Construction Management Fee	\$ 8,644.95	
	<b>Construction Total</b>	<b>\$ 362,978.56</b>	

## Trade Specific Bid Tabs

CON Generator Upgrade Bid Package # 1									
Trade Contract Modification									
SA General Trades									
Trade Contractor - Bid Summary									
Contractor:	Croftland Construction								
Base Bid:	\$ 48,698.00								
Alt 1	\$ 17,400.00								
Total w/ Alternates:	\$ 66,098.00								
Alternate Line Bid									
Alt 1 Bid:	Croftland Construction	\$	17,400.00						
Total Alt 1	Croftland Construction	\$	17,400.00						
Trade Contract Identification									
SA Electrical									
Trade Contractor - Bid Summary									
Contractor:	Guerra Electric								
Base Bid:	\$ 188,130								
Alt 1	\$ 111,473								
Total w/ Alternates:	\$ 299,603	\$		\$		\$		\$	
Alternate Line Bid									
Alt 1 Bid:	Guerra Electric	\$	111,473.00						
Total Alt 1	Guerra Electric	\$	111,473.00						

## Project Requirements

Project Requirements				
		Project Duration (mo)	2	
		Total SF	0	
CON Generator Upgrade				
<div>CROSSLAND CONSTRUCTION COMPANY, INC.</div>				
Construction Services		\$	Cost Type	Notes for Clarity
1	CM Field Office, Furniture, & Furnishings	\$ -	NC	\$ -
2	Office Supplies	\$ 900.00	PRs	\$450 @ 2 mo & \$0
3	Project Sign	\$ -	NC	
4	Superintendent Vehicles	\$ 2,400.00	PRs	\$1200 @ 2 mo & \$0
4	PM Vehicles	\$ 2,400.00	PRs	\$1200 @ 2 mo & \$0
5	Superintendent Fuel Expense	\$ 1,200.00	PRs	\$600 @ 2 mo & \$0
5	PM Fuel Expense	\$ 1,200.00	PRs	\$600 @ 2 mo & \$0
6	Jobsite Radios/Phones & Internet	\$ 600.00	PRs	\$300 @ 2 mo & \$0
7	Copy Machine & Maintenance	\$ 200.00	PRs	\$100 @ 2 mo & \$0
8	Computers, Usage, & Maintenance	\$ -	NC	No Charge
9	Reproduction & Plan Software	\$ 1,250.00	PRs	\$250 @ 1 mo & \$1000
10	Field Office Telephone & Internet	\$ -	NC	\$0 @ 0 mo & \$0
11	Postage & Expressage	\$ -	NC	No Charge
12	Office Janitorial	\$ -	NC	
13	Mobilization / Demobilization	\$ 1,500.00	PRs	\$1500 @ 1 ea & \$0
14	Punchlist/Misc	\$ 2,400.00	PRs	\$1200 @ 2 wks & \$0
15	Construction Photos, Drone, & Videos	\$ 400.00	PRs	\$200 @ 2 mo & \$0
16	Job Meetings & Ceremony Expenses	\$ -	NC	No Charge
17	Record Drawings / Closeout Manuals	\$ -	NC	No Charge
18	Material Handling	\$ 5,000.00	PRs	\$0.5 @ 10000 sf & \$0
19	Temporary Electric Service	\$ -	Owner	\$0.62 @ 0 sf & \$0
20	Temporary Water	\$ 1,300.00	PRs	\$650 @ 2 mo & \$0
21	Temporary Gas	\$ -	Owner	\$0 @ 0 sf & \$0
22	Temporary Construction Services: Fencing	\$ 3,000.00	PRs	\$14 @ 200 lf & \$200
23	Security	\$ -	NC	No Charge
24	Temporary Toilets	\$ 3,070.00	PRs	\$365 @ 4 ea per mo & \$150
24	Water/Ice	\$ 200.00	PRs	\$100 @ 1 ea per mo & \$0
25	Temporary Tool /Storage Trailers	\$ 1,700.00	PRs	\$350 @ 1 ea per mo & \$1000
26	Dumpsters	\$ 3,000.00	PRs	\$500 @ 3 ea per mo & \$0
27	Safety	\$ 1,000.00	PRs	\$0.1 @ 10000 sf & \$0
28	Weekly Cleanup	\$ 3,000.00	PRs	\$1500 @ 2 mo & \$0
29	Final Cleanup	\$ 5,000.00	PRs	\$0.5 @ 10000 sf & \$0
30	Meals & Lodging	\$ -	Cost of Work	
31	Utility Connection Permits	\$ -	Cost of Work	
32	Concrete Testing & Inspections	\$ -	Owner	
33	Operational Permits	\$ -	Cost of Work	
34	Testing Laboratory Services	\$ -	Owner	
35	Building Permit	\$ -	Owner	
36	Misc Site Repairs/Sod at Demobilization	\$ 1,500.00	PRs	
37	Site Survey Control Points	\$ 2,000.00	PRs	\$2000 @ 1 ea & \$0
38	Dewatering	\$ 2,500.00	PRs	\$250 @ 10 days & \$0
39	Temporary Heat	\$ 3,000.00	PRs	\$100 @ 30 days & \$0
40	Floor Protection	\$ -	PRs	\$0.09 @ 0 sf & \$0
Total Construction PRs		\$ 49,720.00		

**General Conditions**

General Conditions									
CON Generator Upgrade									
<div> <div>CROSSLAND</div> <div>CONSTRUCTION COMPANY, INC.</div> </div>									
Team Members	(\$/hr)	Staff Assignments	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Total Hours	Total \$
Construction Staffing			1	2	3	4	5		
TBD	\$ 125	Sr. Project Manager						0	\$ -
TBD	\$ 105	Project Manager	87	87				174	\$ 18,270.00
TBD	\$ 80	Asst. Project Manager						0	\$ -
TBD	\$ 70	Project Engineer						0	\$ -
TBD	\$ 100	Project Superintendent	173	173				346	\$ 34,600.00
TBD	\$ 85	Asst. Superintendent						0	\$ -
TBD	\$ 75	Field Engineer						0	\$ -
TBD	\$ 65	Safety Inspector	8	8				16	\$ 1,040.00
								536	\$ 53,910.00

**Substantial Completion**

Substantial Completion is set as April 1<sup>st</sup>, 2025. This is based on this amendment being executed within the acceptance period listed in Exhibit I.

**Acceptance Period**

1. Acceptance of GMP No. 6 is required on or before July 9<sup>th</sup>, 2024.
2. Should the pricing and terms of the GMP Amendment No. 6 not be accepted prior to the above referenced date, the pricing for the scope of work included with GMP Amendment No. 6 will be null and void and the work will be re-advertised and re-bid.



# CON Generator Upgrade

## Bid Package # 1

### Bid Tab

**CROSSLAND**  
CONSTRUCTION COMPANY, INC.

CON Generator Upgrade		Bid Package # 1	Subcontractor	Alternate 1 -
Date:	6/18/2024			
BP#	Description	Bid Price	Subcontractor	Bid Price
1A	General Trades	\$ 48,698.00	Crossland Construction	\$ 17,400.00
26A	Electrical	\$ 188,150.00	Guerrero Electric	\$ 131,473.00
	Subtotal Direct Costs	\$ 236,848.00		\$ 148,873.00
	Construction Contingency	\$ 11,842.40		\$ 7,443.65
	General Conditions	\$ 82,620.00		
	Project Requirements	\$ 45,870.00		
	Insurance	\$ 2,013.21		\$ 1,265.42
	Construction Management Fee	\$ 8,644.95		\$ 5,433.86
<b>Construction Total</b>		<b>\$ 387,838.56</b>		<b>\$ 163,015.94</b>
			Accepted?	Y
<b>Base BP#01 Total w/Accepted Alternates</b>		<b>\$ 550,854.50</b>		

**File Attachments for Item:**

11.

CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-2223-46: AN AMENDMENT TO THE CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND RJN GROUP, INC., IN THE AMOUNT OF \$154,768.82 FOR WASTEWATER FLOW MONITORING SERVICES.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 07/09/2024

**REQUESTER:** Nathan Madenwald, Utilities Engineer

**PRESENTER:** Nathan Madenwald, Utilities Engineer

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-2223-46: AN AMENDMENT TO THE CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND RJN GROUP, INC., IN THE AMOUNT OF \$154,768.82 FOR WASTEWATER FLOW MONITORING SERVICES.

### BACKGROUND:

In March 2002, the Norman Utilities Authority (NUA) approved Contract K-0102-50 with RJN Group, Inc. (RJN) which began a program to measure wastewater flows from satellite collection systems. Satellite systems are privately owned wastewater collection systems that discharge into the NUA system. The program began with the installation of 10 flow meters at discharge points serving the University of Oklahoma (OU). The scope of services included metering equipment selection, installation, calibration and software for data collection and reporting, and meter maintenance. The contract was amended several times to authorize continued maintenance, data collection and reporting.

In 2007, a Request for Proposal (RFP) was forwarded to interested engineering firms. On August 28, 2007, Contract K-0708-42 for Permanent Wastewater Flow Metering services was awarded to RJN in an annual amount not to exceed \$150,000. Under Contract K-0708-42, additional unit prices were provided to perform meter maintenance, if necessary, and install a total of 19 meters. Additional meters were installed at discharges from several satellite systems such as mobile home parks and apartment complexes to determine if permanent meters were justified at these locations. Additional meters were installed to determine wastewater flows prior to and following improvements under the Sewer Maintenance Program (SMP) to determine the effectiveness of the sewer main replacements. The NUA approved five amendments to Contract K-0708-42. In 2014, Contract K-1415-34 was awarded to RJN to continue this flow monitoring work. Under this contract and its amendments, RJN provided flow monitoring services and also developed a website management system for the data to provide easier access for staff and provided flow data to support efforts to measure virus loads in wastewater during the pandemic.

In 2022, Contract K-2223-46 was awarded to the RJN Group, Inc., due to their experience in working with our system and processes and lack of other available competitors for this work. The flows are used to measure effectiveness of the SMP project, billing for OU, and overall flow measurements to be used to monitor system capacity and for future modeling purposes. Amendment No. 1 for flow monitoring services in FYE 24 was approved on August 8, 2023.

**DISCUSSION:**

Amendment No. 2 to Contract K-2223-46 has a “not to exceed” amount of \$154,768.82. It is based on a continued maintenance, meter repairs, data collection and reporting for a total of 18 meters for duration of 12 months at an estimated cost of \$144,180.00; additionally, the contract also includes \$10,588.82 for new equipment, repairs, or new installations/relocations. Separately, staff is budgeting for equipment purchases and replacements to maintain a reliable stock of flow meters.

The new unit price for monthly monitoring and data collection increased with this amendment and the annual increase for the period of this contract is approximately 2.6%. The eighteen (18) metering installations include nine meters for OU billing purposes, seven meters to measure dry and wet weather flow data from interceptors entering the Water Reclamation Facility (WRF) and two additional meters for sewer rehabilitation evaluation under the Sewer Maintenance Plan (SMP).

The Fiscal Year Ending 2025 (FYE25) budget includes \$160,000 in Water Reclamation Fund, Professional Services (Account No. 32955252-44099) and is sufficient to fully fund Amendment No. 2 to Contract K-2223-46 with RJN.

**RECOMMENDATION:**

Staff recommends approval of Amendment No. 2 to Contract K-2223-46 with RJN Group, Inc. to perform wastewater flow monitoring services in an amount not to exceed \$154,768.82.

Amendment No. 2  
Contract No. K-2223-46

AMENDMENT NO. 2  
AMENDMENT TO AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
ENGINEERING SERVICES

This AMENDMENT is made part of the AGREEMENT dated September 13, 2022, between the Norman Utilities Authority (OWNER) and RJN Group, Inc. (ENGINEER) for engineering, maintenance, and installation services in connection with the Wastewater Flow Metering Services at specified locations within the collection system, per attached Exhibit 1, Project Location Map.


1. The Schedule as described in Attachment A, the Scope of Services of ENGINEER as described in Attachment B, and Compensation as described in Attachment C of said AGREEMENT are amended and supplemented as follows:
  - a. Schedule: The service and data management period will be extended for a one year period under this amendment from July 1, 2024 through June 30, 2025.
  - b. Compensation: The compensation for amended services rendered by ENGINEER shall be set forth in the compensation table in Attachment C of this AMENDMENT.

Amendment No. 2  
Contract No. K-2223-46

Acceptance of the terms of this Amendment is acknowledged by the following authorized signatures of the parties to the Agreement.

**RJN GROUP, INC. – ENGINEER**


ATTEST

By:   
Title: Vice President

  
Project Manager

**Norman Utilities Authority- OWNER**

APPROVED as to form and legality this 3<sup>rd</sup> day of July, 2024.

  
City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST

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

\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT A****SCHEDULE**

If new equipment installation or relocation of existing metering or telemetry equipment is requested and authorized by the OWNER as Additional Services, the ENGINEER shall mobilize within 21 days of receipt of the written Notice to Proceed and shall achieve Substantial Completion of equipment installation at the approved site locations within 60 days of the Notice to Proceed. Upon Substantial Completion, the annual Service and Data Management Period shall commence on a site-by-site basis.

**ATTACHMENT B****SCOPE OF SERVICES****Project Initiation Period****Coordination**

ENGINEER shall review all information collected by the Norman Utilities Authority (OWNER) to ensure a thorough understanding of the project background. A kick-off meeting with the OWNER shall be conducted to develop a thorough understanding of the project, goals and to coordinate the routine and timely exchange of information.

Routine project team meetings shall be conducted with OWNER representatives as necessary to review the PROJECT issues and status. ENGINEER shall institute a safety program to be strictly followed throughout the entire duration of the project. All crews shall wear appropriate identification.

**Site Investigation**

ENGINEER shall assist in selecting the specific monitoring points from a strategic and feasibility viewpoint. Site investigations shall involve the evaluation of the monitoring location to ensure sensor survivability and the ability to collect quality flow data. The investigation shall further include hydraulic evaluation for potential flow regimes including laminar, turbulent, backwater, and surcharged conditions.

The investigation shall also include evaluation and feasibility of site accessibility, telemetry, and power.

**Equipment Selection**

Based on the site selection investigation reports, the appropriate technologies shall be considered and evaluated to fulfill the project objectives. Equipment selection criteria shall consider the pipe size, anticipated flow ranges, telemetry method, operating principal, accuracy, data management requirements, and cost. A recommendation of the most practical technology for each site shall be provided to the OWNER.

**Installation Period****Flow Monitoring Equipment**

ENGINEER shall procure and deliver the monitoring equipment including sensors, installation bands, and necessary installation hardware. The OWNER will be provided with a copy of the selected flow monitoring software. The OWNER shall become the owner of the equipment and software at the time that Substantial Completion is reached.

The selected flow monitoring units shall be operated under battery power to allow for in-manhole installations without the necessity to bring permanent power to each site.

The following flow monitoring equipment shall be maintained by the ENGINEER throughout the duration of the project:



- Sixteen (16) newer, existing Hach FL902 Flow Meters (purchased by OWNER and installed by ENGINEER in 2014, 2015, 2016, 2017, 2018 & 2019) will be maintained at all flow metering sites. The active flow monitoring sites are: OU-01, OU-03, OU-04, OU-05, OU-06, OU-07, OU-11, OU-12, OU-14, WS-01, WS-10, WS-11, BP-17, BP-18, BP-25 and BP-30.
- Two (2) newer Hach FL902 Flow Meters will be maintained at sewer rehabilitation sites selected by OWNER to monitor pre- and post- construction wastewater flows. Meters are currently named with existing identification of RM-13A\_2023 and RM-13B\_2020.
- Three (3) existing rain gauges will be maintained and were recently upgraded to Ayyeka Wavelet Edge technology.

Equipment Warranty – Any new flow monitoring equipment installed shall be warranted for 1 year against all defects. The OWNER shall have the opportunity to extend the manufacturer's warranty, annually.

#### **Installation**

The equipment shall be installed according to the Manufacturer's recommendations by trained technicians. The flow monitors shall be capable of recording both depth and velocity components and shall be configured to obtain readings on 15 minute intervals.

The sensing equipment is typically installed on a thin metal ring for smaller pipe applications. For larger pipe installations over 42-inch inside diameter, the sensing equipment is generally installed on a flange or partial band. The cabling shall be secured to the manhole walls and attached to a data logger at the top of the manhole for easy access. Prior to leaving the site, each flow monitor shall be configured and activated at the site.

Each monitored location shall be calibrated at installation, which involves comparing the returned sensor values against independent devices. ENGINEER staff shall acquire at least six calibrations at various flow levels.

Substantial Completion shall be reached upon the installation of all flow monitoring equipment, sensors and completion of hydraulic calibrations. ENGINEER shall submit for approval of Substantial Completion and provide at least one week of data for each site to demonstrate that the equipment is operating within operating standards.

#### **Telemetry**

Cellular telemetry shall be provided at each flow monitoring location. Newly purchased Hach FL902 will have built-in Hach modem units.

#### **Service and Data Management Period**

The Service and Data Management Period shall commence once Substantial Completion of all metering locations is achieved and shall remain in effect for one year. The AGREEMENT shall be renewable each year for as long as Services are required by OWNER. ENGINEER shall provide written notice of any price increases within 30 days prior to the expiration date of each annual AGREEMENT.

#### **Data Collection**

Each flow meter shall be remotely collected and the data reviewed on a weekly basis. During each download operation, data shall be graphed to check for inconsistencies, gaps or adverse trends. The

data shall be edited, processed and finalized on a monthly basis to generate final Q (flow) in addition to the depth and velocity readings.

#### **Equipment Maintenance and Service**

Quarterly calibrations shall be performed by ENGINEER and shall be reviewed against the measured sensor readings. On a quarter year interval, each site shall be visited to obtain hydraulic calibrations and to perform routine interrogation of the meters. Service or maintenance requirements shall be scheduled within 48 hours of data collection. ENGINEER technicians shall then have 72 hours to make necessary adjustments or repairs. Any equipment found to be working improperly shall be repaired or replaced with a spare unit until the equipment is repaired. Field technicians shall maintain a service log for all activities performed.

ENGINEER shall organize and maintain electronic records of the flow data. ENGINEER shall further maintain a back-up record of all collected flow data. The data shall be made available to the OWNER upon request.

ENGINEER shall perform quarterly calibrations of the flow meter equipment. The calibration of the flow metering sites shall consist of comparing manual depth and velocity measurements to the flow meters measurements using independent devices.

ENGINEER shall replace batteries during field visits according to the manufacturer's recommended battery replacement interval or as needed due to battery failure.

#### **Monthly Deliverables**

ENGINEER shall prepare and deliver electronically on a monthly basis a billing statement with monthly summary (as described below) to the University of Oklahoma (OU) in a format to be approved by OWNER. ENGINEER shall assist OWNER in responding to any billing inquiries from OU.

The data shall include a monthly summary of the daily total flow, monthly minimum, average and maximum flow from the billing meters. Flow shall be represented in both tabular and graphical formats.

#### **Quarterly Deliverables**

ENGINEER shall provide a quarterly summary of the interceptor flow data including a brief status of the monitoring results for each interceptor meter location along with interpretations of unique hydraulic conditions. The summary shall note any maintenance and service requirements in addition to any downtime that may have occurred.

ENGINEER shall prepare and deliver electronically on a quarterly basis a summary (as described below) to the OWNER.

The data shall include a summary of the daily total flow, monthly minimum, average and maximum flow. Depth, velocity, and flow shall be represented in tabular and graphical formats. All monthly flow and data reports shall be delivered in electronic format to enable special reports to be generated by the OWNER. Electronic data shall be created using the selected manufacturer's software. Electronic data shall be compatible with Microsoft Access and Excel.

ENGINEER shall analyze data from each monitoring site for maintenance problems and predictive failure. Any modifications to the meter configuration or adjustments to the data based on field calibrations shall be logged. Data analysis shall include the evaluation of hydraulic conditions such as surcharging, suspected overflows at meter site, and wet weather contributions. Average dry weather (baseline) and peak wet weather flows shall be established for each monitoring location.

The data shall be reviewed for trend analysis of inflow and infiltration (I/I) contributions, and significant capacity variations. Any significant variations from this baseline flow shall be included with the deliverable. Indications of concern shall be reported immediately.

**Annual Deliverable**

ENGINEER shall provide an annual summary of the flow data including a brief status of the monitoring results for each pre- and post rehabilitation meter location along with interpretations of unique hydraulic conditions. The summary shall note any maintenance and service requirements in addition to any downtime that may have occurred.

ENGINEER shall prepare and deliver electronically on an annual basis a summary (as described below) to the OWNER.

The data shall include a summary of the baseline flow and percent reduction of wet weather flow. The pre- and post-rehabilitation comparative analysis shall be based on one of the following two (2) methods: linear regression of flow versus rainfall intensity benchmarked to a 1-year/60-minute rainfall intensity, or a volumetric analysis comparing similar storm events. Report shall be delivered in electronic format to enable special reports to be generated by the OWNER. Electronic data shall be created using the selected manufacturer's software. Electronic data shall be compatible with Microsoft Access and Excel.

ENGINEER shall analyze data from each monitoring site for maintenance problems and predictive failure. Any modifications to the meter configuration or adjustments to the data based on field calibrations shall be logged. Data analysis shall include the evaluation of hydraulic conditions such as surcharging, suspected overflows at meter site, and wet weather contributions. Indications of concern shall be reported immediately.

**Limits of Responsibility**

ENGINEER shall not be responsible for any damages to the equipment caused by activities of others including, construction, vandalism, sewer cleaning, sewer maintenance, or utility trenching. The OWNER shall not make any modifications or repair to the equipment without the prior consent of ENGINEER. The OWNER may authorize ENGINEER to repair such damages on a time and material basis. ENGINEER shall not be liable for any loss of data due to meter malfunction or causes beyond its control.

Payment of the monthly telephone and power utilities shall be the responsibility of the OWNER.

**ATTACHMENT C****COMPENSATION**

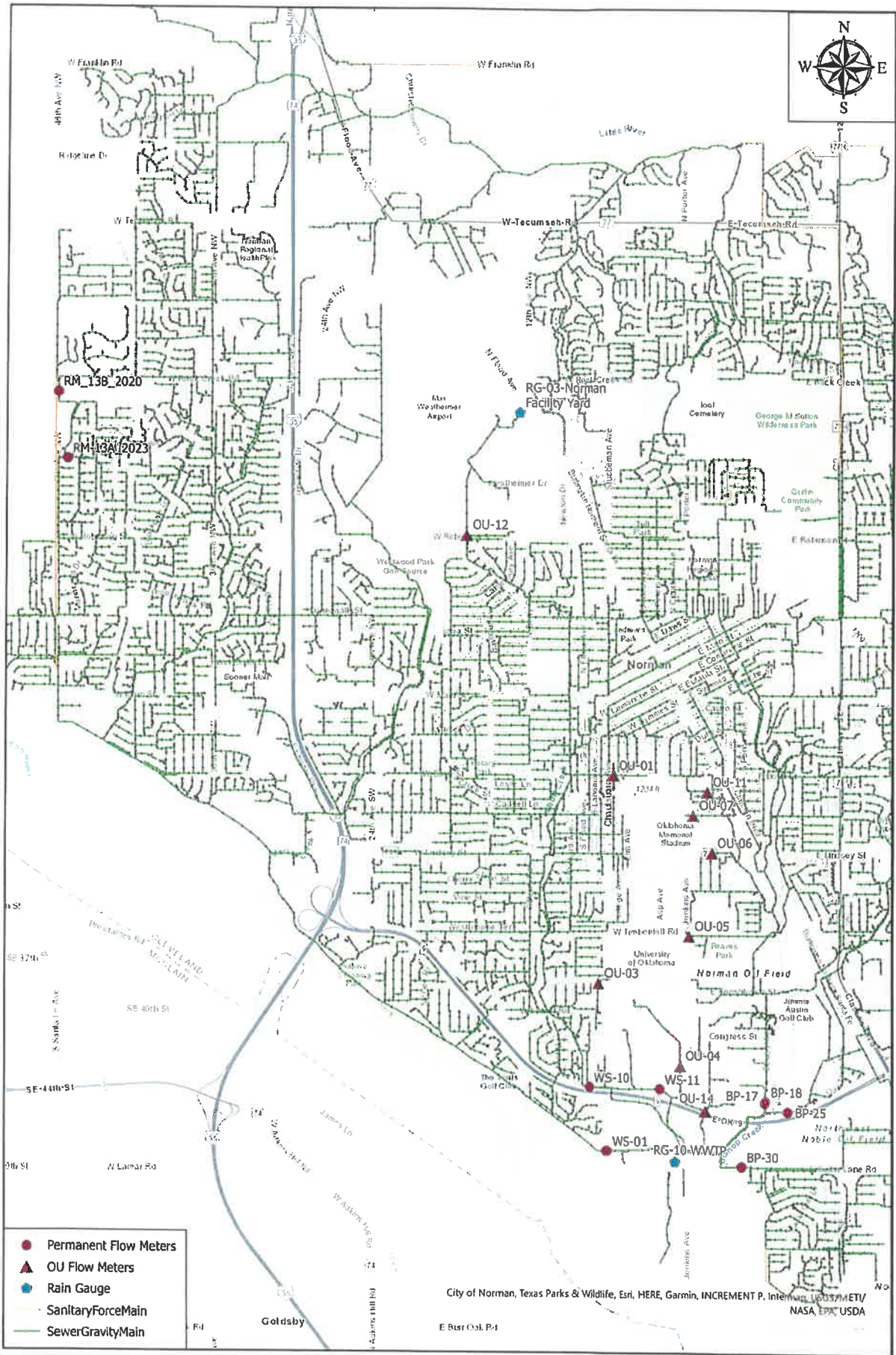
The OWNER agrees to compensate ENGINEER for these services based on the unit rate table below.

The OWNER may request Additional Services that may not be identified in the compensation table. The OWNER may request cost estimates from the Engineer for services that may include equipment repair or other flow monitoring related services for the OWNER.

Description	Quantity	Unit Rate	Total
<b>Flow Monitoring and Data Management</b>			
OU Permanent Meters (12 mos. x 9 meters)	108 meter/mos.	\$667.50 /meter/mo.	\$72,090.00
Norman Interceptor Meters (12 mos. x 7 meters)	84 meter/mos.	\$667.50 /meter/mo.	\$56,070.00
Additional Meters for I/I Monitoring Pre- and Post-Rehab (12 mos. x 2 meters)	24 meter/mos.	\$667.50 /meter/mo.	\$16,020.00
FM Installation or Relocation	3	\$1,184.50 /meter	\$3,553.50
Equipment Repairs – RJN Shipping	1	LS	\$500.00
FS Data Transfer	1	LS	\$6,535.32
<b>Total Amendment No. 2</b>			<b>\$154,768.82</b>

Equipment Repair Services budgeted for project by OWNER. ENGINEER shall coordinate necessary purchases and repairs and track remaining budget based on Manufacturer's invoices.

Description	Quantity	Unit Rate	Total
<b>Equipment Repair Services</b>	<b>Units</b>	<b>Unit Rate</b>	<b>Total</b>
FM Equipment	1	\$14,000.00	\$14,000.00
FM Equipment Repairs	1	\$13,500.00	\$13,500.00
<b>Total Equipment Repair Services</b>			<b>\$27,500.00</b>
<b>Total OWNER Project Budget</b>			<b>\$182,268.82</b>



Signatory Notarization

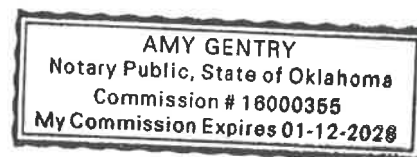
STATE OF Oklahoma, COUNTY OF Tulsa, SS:

Before me, the undersigned, a Notary Public in and for said Randall J. Brodner of the RJN Group, Inc., its Vice President, to me known to be the identical person(s) who executed the foregoing Amendment No. 2 Contract K-2223-46 and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this 14<sup>th</sup> day of June, 2024.

My Commission Expires: 01-12-2028

Notary Public: Amy Gentry



**File Attachments for Item:**

12. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT THREE TO CONTRACT K-2223-164:  
BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RIVER NORTH TRANSIT, LLC, (VIA TRANSPORTATION, INC.), IN THE AMOUNT OF \$751,717, FOR A REVISED NOT-TO-EXCEED AMOUNT OF \$1,551,485, FOR EXTENSION OF THE NORMAN ON-DEMAND MICROTRANSIT PILOT PROGRAM FOR A ONE YEAR PERIOD BEGINNING AUGUST 21, 2024 AND ENDING AUGUST 20, 2025.





## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 07/09/2024

**REQUESTER:** Taylor Johnson, Transit and Parking Program Manager

**PRESENTER:** Scott Sturtz, P. E., Interim Public Works Director

**ITEM TITLE:** CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT THREE TO CONTRACT K-2223-164: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RIVER NORTH TRANSIT, LLC, (VIA TRANSPORTATION, INC.), IN THE AMOUNT OF \$751,717, FOR A REVISED NOT-TO-EXCEED AMOUNT OF \$1,551,485, FOR EXTENSION OF THE NORMAN ON-DEMAND MICROTRANSIT PILOT PROGRAM FOR A ONE YEAR PERIOD BEGINNING AUGUST 21, 2024 AND ENDING AUGUST 20, 2025.

### BACKGROUND:

Over the course of fiscal year 2021-2022 (FYE 2022), City staff presented and discussed many modes of transit which prompted Council to request more information about microtransit. This type of service is relatively new and intended to help fill gaps left between public fixed route bus service and the privatized taxi or rideshare services that many people are familiar with. At the conclusion of FYE 2022, the City Council amended the FYE 2023 budget to allocate \$750,000 for a microtransit pilot program. In an effort to bring in expertise and fine tune what the service would look like, the City hired the consulting firm HNTB to better understand the goals of the City and explore alternative solutions within the microtransit industry to meet those goals.

City staff and HNTB conducted two workshops with Council on October 18, 2022 and January 3, 2023 respectively. Following feedback from Councilmembers through those workshops, two recommendations were made. The first was for a microtransit pilot program consisting of turnkey microtransit service that would operate in the late evenings, Monday through Saturday either from 6pm-12am or 7pm-1am, as well as Sundays from 10am-6pm. The second recommendation was to invest in more robust software to improve existing paratransit service in partnership with EMBARK. The recommendation suggested this service be offered in a defined zone and limited in size, to be proposed by potential vendors in response to a Request for Proposal (RFP).

City staff and HNTB then worked to create RFP-2223-59, and proposals were scored by the selection committee using the evaluation criteria in the RFP which included: responsiveness to scope of work, past performance and references, cost, qualifications of project staff, qualifications of firm, and if the proposal included an Oklahoma-based firm or satellite office. At the conclusion of the evaluation process, River North Transit, LLC (a wholly owned subsidiary



of Via Transportation, Inc.) was selected as the most qualified proposer and Council approved Contract K-2223-164 on June 27, 2023.

In the Spring of 2023, as Norman was concluding the RFP process, OU was looking to begin a similar process for their SafeRide program which offers students free rides Thurs-Sat 10pm-3am. It was identified that there may be efficiencies in combining resources to have 1 late night transit service for the community. Staff from both the City of Norman and OU worked together to combine resources with a goal of expanding the City and Via proposed service to incorporate the University's SafeRide program. On Aug. 8, 2023, Council approved Amendment 1 to K-2223-164 with River North Transit (Via Transportation) and its companion agenda item contract K-2324-50 with OU for Microtransit Services to include the SafeRide program. This combined program was scheduled to operate from August 21, 2023 through August 20, 2024.

## **DISCUSSION:**

At Council's request, staff put together a presentation reviewing the Norman On-Demand microtransit pilot program data during the first six months of operation as well as a review of options to expand and continue the service. This information was presented at a Council Conference meeting on February 27, 2024, where Council concurred that their desire was for the service to be expanded and to extend the pilot for another year.

On May 1, 2024 the service was revised to include an additional vehicle, expand the service map westward, and to reduce the SafeRide hours during summer operation by concluding service at 1am Monday through Saturday. These changes were accomplished through Amendment 2 to contract K-2223-164 with River North Transit, LLC (Via Transportation, Inc.) and Amendment 1 to contract K-2324-50 with the University of Oklahoma both of which were approved by City Council on April 23, 2024.

Extension of this pilot program for a second year is contingent on amendment of existing contracts with both River North Transit, LLC (Via Transportation, Inc.) and the University of Oklahoma. The amended contract with River North Transit (K-2223-164-AMD-3) would include the vehicle and service area expansions approved in April 2024, and would clarify general service hours during the University's fall and spring semesters (August 21, 2024 to May 10, 2025: 7PM-1AM on Mon.–Wed.; 7PM-3AM on Thurs–Sat.; and 10AM-6PM on Sundays) and summer service hours (May 11, 2025 to August 20, 2025: 7PM-1AM on Mon.–Sat.; and 10AM-6PM on Sundays). The estimated cost for this service extension between August 21, 2024 through August 20, 2025 is \$751,717, for a total contract not-to-exceed amount of \$1,551,485. The requested \$751,717 is available in the Transit and Parking Fund, Miscellaneous Services – Transit Operation Contract (account number 27550277-44766).

Please note that this is a companion item to the proposed Amendment 2 to Contract K-2324-50 between the University and the City (K-2324-50; Amendment 2).

## **RECOMMENDATION:**

1. Staff recommends that City Council approve Amendment Three to contract K-2223-164 by and between the City of Norman, Oklahoma, and River North Transit, LLC (Via Transportation, Inc.) in the amount of \$751,717, for a revised not-to-exceed amount of \$1,551,485, for extension of the Norman On-Demand microtransit pilot program for a one year period beginning August 21, 2024 and ending August 20, 2025.

City of Norman  
K-2223-164 Amend. #3

### **AMENDMENT #3 TO AGREEMENT FOR MICROTRANSIT SERVICES**

River North Transit, LLC (“**Consultant**”), a wholly owned subsidiary of Via Transportation, Inc. (“**Via**”) and the City of Norman, a municipal corporation (“**Customer**” and, together with Via, the “**Parties**”) have entered into that certain agreement titled AGREEMENT FOR MICROTRANSIT SERVICES dated June 27, 2023 and modified by Amendment #1 dated August 8, 2023, and Amendment #2 dated April 23, 2024 (together, the “**Agreement**”). Upon execution of this Amendment #3 (the “**Amendment**”), the Parties agree to modify the Agreement as follows:

- I. **Amendment.** “Section 12. Term of Agreement” of the Agreement is modified to read as follows:

This Agreement shall be signed on June 27, 2023. Microtransit service shall commence beginning August 21, 2023 and conclude after August 20, 2025, contingent on funds being available each fiscal year.

- II. **Amendment.** “Section 14. Term of Agreement” of the Agreement is modified to read as follows:

- a. City agrees to pay Consultant in an amount not to exceed \$1,551,484.96, subject to future appropriation, for services outlined in Exhibit A.

- III. **Amendment.** “Section 39. Notices” of the Agreement is modified to read as follows:

- a. Any notices to Consultant may be delivered personally or by mail addressed to River North Transit, LLC Attention: Dillon Twombly, Manager.

- IV. **Amendment.** The first paragraph of “Section 2. Duration & Launch Date” of Exhibit A of the Agreement is modified to read as follows:

The duration of the Pilot shall conclude after August 20, 2025 (the “**Initial Term**”), subject to extension by mutual agreement of the parties on terms to be agreed (including any increase in monthly fees for additional months).

- V. **Amendment.** The last sentence of the first paragraph of “Section 3. Fees” of Exhibit A of the Agreement is modified to read as follows:

The total contract value shall not exceed \$1,551,484.96 for the Initial Term.

- VI. **Amendment.** “Section 3. Fees” of Exhibit A of the Agreement is modified by replacing the first table therein with the following table:

Norman, OK: Via Total Not-to-Exceed Contract Value		
	Price per Driver Hour	Total Price

City of Norman  
K-2223-164 Amend. #3

Fixed (Upfront Costs)	N/A	\$83,078
Additional Wrapped WAV		\$16,370
<b>Total Upfront Cost</b>		<b>\$99,448</b>
Project Management & Other Operations*	\$32.83	\$502,693
Driver Pay (Incl. WAV)	\$56.11	\$859,156
Customer Service	\$5.89	\$90,188
<b>Total Cost per Driver Hour</b>	<b>\$94.83</b>	<b>\$1,452,036</b>
<b>Total Not-to-Exceed Cost to Norman, OK</b>		<b>\$1,551,485</b>
<p>Note: Pricing excludes all taxes and assumes service hours of August 21, 2023 to May 11, 2024, and August 19, 2024 to May 10, 2025 - 7:00 PM to 1:00 AM on Monday through Wednesday; 7:00 PM to 3:00 AM on Thursday through Saturday; 10:00 AM to 6:00 PM on Sundays. All other days during the term of the Agreement 7:00 PM to 1:00 AM on Monday through Saturday; 10:00 AM to 6:00 PM on Sundays.</p> <ul style="list-style-type: none"> <li>Includes IT hosting, technology access, operations support, and other miscellaneous costs.</li> </ul>		
<b><u>Driver Hours Summary:</u></b>		
Total Implied Driver Hours		15,312
Total Implied Driver Hours (Weekly) August 21, 2023 - April 30, 2024		137
Total Implied Driver Hours (Weekly) May 1, 2024 - August 20, 2025		152
<b><u>Service Hours Summary:</u></b>		
Total Implied Service Hours		5,056
Total Implied Service Hours (Weekly)		49

- VII. **Amendment.** "Appendix 1 to Service Order" of the Agreement is modified by replacing the first table labeled "Exhibit 1." with the following table:

Core Team	
Director of Public Works	As designated by City Manager
Transit and Parking Program Manager	Taylor Johnson
Transit Planner and Grants Specialist	Jason Huff
Administrative Technician III	Danielle Clark

- VIII. **Conflicts, Use of Terms, Governing Law.** Capitalized terms used but not defined herein have the meanings set forth in the Agreement. Except as expressly provided herein, the terms and conditions of the Agreement remain unchanged. This Amendment #3 will be governed by the same law as the Agreement and is effective

City of Norman  
K-2223-164 Amend. #3

as of July 9th, 2024.

IN WITNESS WHEREOF, THE CITY OF NORMAN and RIVER NORTH TRANSIT, LLC  
have executed this Amendment #3 of the Agreement.

DATED this \_\_ this day of \_\_\_\_\_, 2024.

The City of Norman  
(CITY)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

River North Transit, LLC  
(CONSULTANT)

DocuSigned by:  
Signature Dillon Twombly  
3D9717A739E245B

Name Dillon Twombly

Title Manager

Date 6/18/2024

APPROVED as to form and legality this 5<sup>th</sup> day of July, 2024.

[Signature]  
CITY ATTORNEY

**File Attachments for Item:**

13. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-2324-50: AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE UNIVERSITY OF OKLAHOMA IN THE AMOUNT OF \$121,130.20 FOR A NOT-TO-EXCEED AMOUNT OF \$242,260.40 FOR EXPANSION OF THE NORMAN ON-DEMAND MICROTRANSIT PILOT PROGRAM FOR A ONE YEAR PERIOD BEGINNING AUGUST 21, 2024 AND ENDING AUGUST 20, 2025.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 07/09/2024

**REQUESTER:** Taylor Johnson, Transit and Parking Program Manager

**PRESENTER:** Scott Sturtz, P. E., Interim Public Works Director

**ITEM TITLE:** CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-2324-50: AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE UNIVERSITY OF OKLAHOMA IN THE AMOUNT OF \$121,130.20 FOR A NOT-TO-EXCEED AMOUNT OF \$242,260.40 FOR EXPANSION OF THE NORMAN ON-DEMAND MICROTRANSIT PILOT PROGRAM FOR A ONE YEAR PERIOD BEGINNING AUGUST 21, 2024 AND ENDING AUGUST 20, 2025.

### BACKGROUND:

Over the course of fiscal year 2021-2022 (FYE 2022), City staff presented and discussed many modes of transit which prompted Council to request more information about microtransit. This type of service is relatively new and intended to help fill gaps left between public fixed route bus service and the privatized taxi or rideshare services that many people are familiar with. At the conclusion of FYE 2022, the City Council amended the FYE 2023 budget to allocate \$750,000 for a microtransit pilot program. In an effort to bring in expertise and fine tune what the service would look like, the City hired the consulting firm HNTB to better understand the goals of the City and explore alternative solutions within the microtransit industry to meet those goals.

City staff and HNTB conducted two workshops with Council on October 18, 2022 and January 3, 2023 respectively. Following feedback from Councilmembers through those workshops, two recommendations were made. The first was for a microtransit pilot program consisting of turnkey microtransit service that would operate in the late evenings, Monday through Saturday either from 6pm-12am or 7pm-1am, as well as Sundays from 10am-6pm. The second recommendation was to invest in more robust software to improve existing paratransit service in partnership with EMBARK. The recommendation suggested this service be offered in a defined zone and limited in size, to be proposed by potential vendors in response to a Request for Proposal (RFP).

City staff and HNTB then worked to create RFP-2223-59, and proposals were scored by the selection committee using the evaluation criteria in the RFP which included: responsiveness to scope of work, past performance and references, cost, qualifications of project staff, qualifications of firm, and if the proposal included an Oklahoma-based firm or satellite office. At the conclusion of the evaluation process, River North Transit, LLC (a wholly owned subsidiary

of Via Transportation, Inc.) was selected as the most qualified proposer and Council approved Contract K-2223-164 on June 27, 2023.

In the Spring of 2023, as Norman was concluding the RFP process, OU was looking to begin a similar process for their SafeRide program which offers students free rides Thurs-Sat 10pm-3am. It was identified that there may be efficiencies in combining resources to have 1 late night transit service for the community. Staff from both the City of Norman and OU worked together to combine resources with a goal of expanding the City and Via proposed service to incorporate the University's SafeRide program. On Aug. 8, 2023, Council approved Amendment 1 to K-2223-164 with River North Transit (Via Transportation) and its companion agenda item contract K-2324-50 with OU for Microtransit Services to include the SafeRide program. OU agreed to reimburse the City \$121,130.20 for including the SafeRide program. This combined program was scheduled to operate from August 21, 2023 through August 20, 2024.

### **DISCUSSION:**

At Council's request, staff put together a presentation reviewing the Norman On-Demand microtransit pilot program data during the first six months of operation as well as a review of options to expand and continue the service. This information was presented at a Council Conference meeting on February 27, 2024, where Council concurred that their desire was for the service to be expanded and to extend the pilot for another year.

On May 1, 2024 the service was revised to include an additional vehicle, expand the service map westward, and to reduce the SafeRide hours during summer operation by concluding service at 1am Monday through Saturday. These changes were accomplished through Amendment 2 to contract K-2223-164 with River North Transit, LLC (Via Transportation, Inc.) and Amendment 1 to contract K-2324-50 with the University of Oklahoma both of which were approved by City Council on April 23, 2024.

Extension of this pilot program for a second year is contingent on amendment of existing contracts with both River North Transit, LLC (Via Transportation, Inc.) and the University of Oklahoma. The amended contract with the University of Oklahoma (K-2324-50-AMD-2) would include the vehicle and service area expansions approved in April 2024, and would clarify general service hours during the University's fall and spring semesters (August 21, 2024 to May 10, 2025: 7PM-1AM on Mon.–Wed.; 7PM-3AM on Thurs–Sat.; and 10AM-6PM on Sundays) and summer service hours (May 11, 2025 to August 20, 2025: 7PM-1AM on Mon.–Sat.; and 10AM-6PM on Sundays).

The amended contract with the University of Oklahoma (K-2324-50-AMD-2) shows the University agreeing to reimburse the City an additional \$121,130.20 for a revised not-to-exceed amount of \$242,260.40 for the continued inclusion of the SafeRide program during the extension of this service.

Please note that this is a companion item to the proposed Amendment 3 to Contract K-2223-164 between River North Transit, LLC (Via Transportation, Inc.) and the City (K-2223-164; Amendment 3). It is recommended that the reimbursement received from the University for this service be deposited into the Public Transit Fund, Reimbursements – Other Intergovernmental (account 279-364238) to offset the additional cost associated with K-2223-164-Amendment 3.

**RECOMMENDATION:**

1. Staff recommends that City Council approve Amendment Two to contract K-2324-50 by and between the City of Norman, Oklahoma, and the University of Oklahoma in the amount of \$121,130.20, for a revised not-to-exceed amount of \$242,260.40, for extension of the Norman On-Demand microtransit pilot program for a one year period beginning August 21, 2024 and ending August 20, 2025.
2. Staff recommends that reimbursement associated with K-2324-50 Amendment 2 be deposited into Reimbursements- Other Intergovernmental (Account 279-364238) to offset expenses incurred associated with companion item K-2223-164 Amendment 3, if approved.



City of Norman  
K-2324-50 Amend. #2

**AMENDMENT # 2 TO AGREEMENT FOR UNIVERSITY SAFERIDE PROGRAM  
OPERATING THROUGH CITY MICROTRANSIT SERVICE**

The Board of Regents of the University of Oklahoma (herein referred to as "University"), and the City of Norman (herein referred to as "City"), a municipal corporation (together with University referred to as "Parties"), have entered into that certain agreement titled AGREEMENT FOR UNIVERSITY SAFERIDE PROGRAM OPERATING THROUGH CITY MICROTRANSIT SERVICE dated August 8, 2023, and modified by Amendment #1 to the Exhibit A – Zone and Exhibit B – Hours of Operation (together, the "Agreement"). Upon execution of this Amendment # 2 (the "Amendment"), the Parties agree to modify the Agreement as follows:

I. **Amendment.** Section I. Definitions is modified to read as follows:

- F. "Price" shall be the monthly operating cost, \$13,459.80, paid by the University to expand the microtransit service from August 2023 through August 20, 2025 for a total cost of \$242,260.40 as shown in Exhibit C.

II. **Amendment.** Section IV. Termination and Default is modified to read as follows:

- (a) This agreement shall be effective through August 20, 2025 when it shall terminate automatically, however if either party feels the other is in default of its obligations under this contract, then written notice shall be provided allowing the other party thirty (30) calendar days to correct, if after thirty (30) calendar days the issue has not been resolved then the complaining party may send notice of termination effective thirty (30) calendar days after the notice of termination is received by the party alleged to be in default.

III. **Amendment.** Section VI. Notices is modified to read as follows:

Copy to:

Anthony Purinton  
Assistant City Attorney  
201 West Gray  
P.O. Box 370  
Norman, OK 73070  
[Anthony.Purinton@NormanOK.gov](mailto:Anthony.Purinton@NormanOK.gov)

IV. **Amendment.** "Exhibit B - Hours of Operation" of the Agreement is modified to read as follows:

- a. Microtransit service shall be provided from 7:00pm-1:00am, Monday through Friday, and 10:00am-6:00pm on Sunday's during the agreement. From August 21, 2023 through May 11, 2024 and August 19, 2024 through May 10, 2025 the microtransit service will be extended to meet the University's historical SafeRide operating hours, extending the service hours to end at 3am on Thursdays, Fridays, and Saturdays. During SafeRide operation hours (10pm-3am), students will receive free (at no personal cost) transportation.

City of Norman  
K-2324-50 Amend. #2

In addition, from May 12, 2024 through August 21, 2024 and May 15, 2025 and August 9, 2025 the microtransit service will provide SafeRide operations on Thursday, Fridays, and Saturdays from 10:00pm-1:00am and students will receive free (at no personal cost) transportation.

The following holidays will not have microtransit service:

Memorial Day  
Labor Day  
Independence Day

- V. **Conflicts, Use of Terms, Governing Law.** Capitalized terms used but not defined herein have the meanings set forth in the Agreement. Except as expressly provided herein, the terms and conditions of the Agreement remain unchanged. This Amendment #2 will be governed by the same law as the Agreement and is effective as of July 9th, 2024.

IN WITNESS WHEREOF, THE CITY OF NORMAN and Board of REGENTS OF THE UNIVERSITY OF OKLAHOMA have executed this Amendment #2 of the Agreement.

DATED this \_\_this day of \_\_\_\_\_, 2024.

The City of Norman  
(CITY)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Board of Regents of The University of Oklahoma  
(UNIVERSITY)

Signature Kimberly Helton

Name Kimberely Helton

Title Assistant Director of Procurement

Date 6/28/2024

APPROVED as to form and legality this 3<sup>rd</sup> day of July, 2024.

[Signature]  
CITY ATTORNEY

**File Attachments for Item:**

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER THREE TO CONTRACT K-2324-2: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE LLC. INCREASING THE CONTRACT AMOUNT BY \$6,684.05 FOR A REVISED CONTRACT AMOUNT OF \$541,728.55 FOR THE ADDITION OF 2 BUS STOPS TO THE FYE 2024 SIDEWALK CONCRETE PROJECTS AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 07/09/2024

**REQUESTER:** Steve Guizzo, Engineering Assistant

**PRESENTER:** Scott Sturtz , Interim Public Works Director

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER THREE TO CONTRACT K-2324-2: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE LLC. INCREASING THE CONTRACT AMOUNT BY \$6,684.05 FOR A REVISED CONTRACT AMOUNT OF \$541,728.55 FOR THE ADDITION OF 2 BUS STOPS TO THE FYE 2024 SIDEWALK CONCRETE PROJECTS AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

### BACKGROUND:

The FYE 2024 Sidewalk Concrete Projects consisted of removal and replacement of sidewalks and ramps as needed at various locations throughout the City of Norman.

The FYE 2024 Sidewalk Concrete Projects (K-2324-2) bids were opened on June 15, 2023 with Arroyo's Concrete LLC, submitting the winning bid of \$330,885.50. Change order 1 for \$7,802 was included as part of the original contract to provide additional funding throughout the year to complete necessary repairs in the Citywide 50/50 Program. The contract was approved by City Council on July 25, 2023. Work began on August 21, 2023 and is complete.

In order to accommodate the transit service route changes in the fall of 2023, additional bus stops were needed to be constructed. Change Order 2 to install 54 bus stops in various locations around the City of Norman was approved by City Council on November 14, 2023. Change Order 2 was in the amount of \$196,357 and was a 58% increase to the FYE 2024 Sidewalk Concrete Projects contract for a total contract value of \$535,044.50.

### DISCUSSION:

The Transit Program is initiating some minor route changes at the end of July 2024. This includes adding 2 new bus stops that need to be constructed as discussed at the Council Community Planning and Transportation Committee on June 27, 2024. This includes a landing pad for

passengers and associated curb and sidewalk improvements to meet ADA standards. These bus stops are located on University Boulevard, just south of Symmes Street, and on Triad Village Drive, just east of 12<sup>th</sup> Avenue SE. If approved, this change order of \$6,684.05 is a 1.2% increase to the FYE 2024 Sidewalk Concrete Projects contract for a total contract value of \$541,728.55.

**FISCAL IMPACT:**

Change Order 3 is for the installation and or modification of 2 bus stops at University Boulevard, just south of Symmes Street and Triad Village Drive, just east of 12<sup>th</sup> Avenue SE in the City of Norman.

There is approximately \$643.31 available in Bus Stops New Project, Construction (Account 50593379-46101; Project BG0085). If approved, the remaining \$6,040.74 is proposed to be transferred from the ADA Sidewalks Project, Construction (Account 50592206-46101; Project TC0038).

**RECOMMENDATION 1:**

Staff recommends a transfer of \$6,042 from the ADA Sidewalks project to the Bus Stops New project.

**RECOMMENDATION 2:**

Staff recommends that Change Order 3 increasing Contract K-2324-2 with Arroyo's Concrete LLC, by \$6,684.05 for the installation of 2 bus stops, be approved.

Reviewed by: Taylor Johnson, Transit & Parking Program Manager  
 Scott Sturtz, Interim Director of Public Works  
 Clint Mercer, Chief Accountant  
 Anthony Francisco, Finance Director  
 Kathryn Walker, City Attorney  
 Darrel Pyle, City Manager

CHANGE ORDER SUMMARY  
CITY OF NORMAN  
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 3DATE: June 24, 2024CONTRACT NO.: K-2324-2SUBMITTED BY: Steve GuizzoPROJECT: FYE 2024 SIDEWALK CONCRETE PROJECTSCONTRACTOR: Arroyo's Concrete LLC.Address: 1233 SW 41<sup>st</sup> Street,City, State, Zip: Oklahoma City, OK 73109Original Completion Date: June 30, 2024Previous Completion Date: June 30, 2024 ORIGINAL CONTRACT AMOUNT: \$330,885.50(Increase) this change order 0 Calendar daysNew Completion Date June 30, 2024 PRESENT CONTRACT AMOUNT: \$535,044.50

DESCRIPTION	DECREASE	INCREASE
<u>See Attached "Change Order Detail"</u>	<u>\$0.00</u>	<u>\$6,684.05</u>

This change order is for the installation of 2 bus stops at University Boulevard south of Symmes Street and Triad Village Drive east of 24<sup>th</sup> Avenue SE in the City of Norman.

Approximately \$643.31 is available in project BG0085. The remaining amount of \$6,040.74 is proposed to be transferred from Capital Fund Balance.

NET CHANGE: \$ 6,684.05REVISED CONTRACT AMOUNT \$541,728.55CONTRACTOR:  DATE: 07-03-2024CITY ENGINEER:  DATE: 7/3/24CITY ATTORNEY:  DATE: 7/3/24ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Mayor)

Page 2 of 3 pages

CHANGE ORDER DETAIL  
CHANGE ORDER NO. 3  
City of Norman  
Cleveland Co., Oklahoma

Project Name: EYE 2024 SIDEWALK CONCRETE PROJECTSDesign Engineer/Manager: STEVE GUIZZOAddress/Phone: 225 N WEBSTER AVE.NORMAN, OK 73070405.366.5315Project Account Number's: TC0273Contract No. K-2324-2

- A. Change Orders or addenda to public construction contracts of One Million Dollars (\$1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.
- B. Change Orders or addenda to public construction contracts of over One Million Dollars (\$1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars (\$150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.
- C. Change Orders or cumulative change orders which exceed the limits of subsection A or B of this section shall require a re-advertising for bids on the incomplete portions of the contract.
- D. All change orders shall contain a unit price and total for each of the following items:
  - 1. All materials with cost per item; and
  - 2. Itemization of all labor with number of hours per operation and cost per hour; and
  - 3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for each type, and number of hours of actual operation for each type; and
  - 4. Itemization of insurance cost, bond cost, social security, taxes, worker's compensation, employee benefits and overhead cost; and
  - 5. Profit for the contractor.
- E. If a construction contract contains unit pricing, and the change order pertains to the unit price, the change order will not be subject to subsection A or B of this section.
- F. When the unit price change does not exceed Ten Thousand Dollars (\$10,000.00), the unit price change order computation may be based on an acceptable unit price basis in lieu of cost itemization as required in paragraphs 1,2,3,4 and 5 of subsection D of this section.
- G. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders under the provisions of the Public Competitive Bidding Act of 1974.

CHANGE ORDER (Continued)

CHANGE ORDER NO. 3PROJECT NAME: FYE 2024 CONCRETE PROJECTS(Bus Stop on Triad Village Drive east of 24<sup>th</sup> Avenue SE) & (University Boulevard south of Symmes Street)

	Description		
	<b>FYE 2024 CITYWIDE SIDEWALK RECONSTRUCTION PROJECT</b>		
	Acct. No. 050-90052-46101 Proj. No. TC00273		
Item	Description	Decrease	Increase
1	Unclassified Excavation Common		
	140 CY x \$20.00/CY=		\$80.00
2	Unclassified Borrow		
	40 CY x \$30.00/CY=		\$60.00
3	Solid Slab Sodding		
	2,500 SY x \$8.00/SY=		0
4	Remove Tree 6" to 15" in dia.		
	1 EA x \$800.00=		0
8	Removal of Concrete Sidewalk 4" to 6" Thick		
	440 SY x \$10.00/SY=		\$353.30
10b	Removal of 9" to 12" Concrete Pavement		
	110 SY x \$15.00/SY=		0
12	Sawing Pavement		
	640 LF x \$4.00/LF=		\$104.00
13	Install 4" Concrete Sidewalk		
	1150 SY x \$75.00/SY=		\$3,191.25
20	Installation of Concrete Sidewalk Ramps		
	32 SY x \$110.00/SY=		0
20a	Detectable Warning Surface		
	32 SF x \$30.00/SF=		0
23	Concrete Curb (6" Barrier – Integral)		
	26 LF x \$10.00/LF=		\$525.00
24	Concrete Curb (8" Barrier – Integral)		
	58 LF x \$12.00/LF=		\$640.00
27	1/2" Joint Dowel		
	250 EA x \$8.00/EA=		\$96.00
30	Removal of Curb and Gutter		
	100 LF x \$10.00/LF=		\$162.00
31	Installation of Curb and Gutter		
	250 LF x \$28.00/LF=		\$472.50
**	Traffic Control		
	2 LS x \$500.00=		\$1,000.00
	<b>TOTAL PROJECT INCREASE</b>		<b>\$6,684.05</b>



**Signatory Notarization**

STATE OF Oklahoma, COUNTY OF Oklahoma, SS:

Before me, the undersigned, a Notary Public in and for said Emilio Arroyo of the Arroyo's Concrete, LLC, its Owner, to me known to be the identical person(s) who executed the foregoing change order summary and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this 3rd day of July, 2024.

My Commission Expires: 02/21/2027

Notary Public

Maria Fernanda Arroyo



**CONTRACT K-2324-2 Bus Stop Additions and  
Improvements Project**

**APPLICATION AND CERTIFICATE FOR PAYMENT**

LOCATION:

ENGINEER: Steve Guizzo

TO: CITY OF NORMAN

CONTRACTOR: Arroyo's Concrete LLC

APPLICATION DATE: 06/24/2024      APPLICATION NO. 1  
PERIOD FROM: 06/20/2024      TO: 06/20/2024

**CHANGE ORDER SUMMARY**

Application is made for Payment, as shown below, in connection with the Contract. The present status of the account for this Contract is as follows:

Change Orders approved      ADDITIONS \$      DEDUCTIONS \$  
in previous months by  
Owner

ORIGINAL CONTRACT SUM \$

Net change by Change Orders \$

TOTAL

Subsequent Change Orders:  
Number Approved  
(Date)

CONTRACT SUM TO DATE \$

TOTALS

Net change by Change Orders \$

TOTAL COMPLETED & STORED TO DATE      \$ 6,684.05  
RETAINAGE 5 %      \$  
TOTAL EARNED LESS RETAINAGE      \$  
LESS PREVIOUS CERTIFICATES FOR  
PAYMENT      \$ 6,684.05

The undersigned Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for work for which previous Certificates for Payment were issued and payments received from the City, and that the current payment shown herein is now due.

**CONTRACTOR**

By: Emilio Arroyo

Date: 06/24/2024

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Inspector certifies to the City that to the best of the Inspector's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED: \$6,684.05

INSPECTOR: Steve Guizzo

ENGINEER/OWNER

BY:

BY:

PAY EST. No.: 1

To: CITY OF NORMAN  
Re: CONTRACT K-2324-2  
Bus Stop Additions and Improvements Project

DATE: 06/24/2024

Location: \_\_\_\_\_

Work Completed Through: 08/01/23-09/31/2023

APPLICATION AND CERTIFICATE FOR PAYMENT

Item	Description	Unit	Estimated Quantity	Unit Price	Estimated Contract Value	Quantity This Estimate	Previous Estimated Quantity	Quantity to Date	Percent Complete	Value of Work (this Estimate)	Value of Work to Date
1	Unclassified excavation common	CY	4	\$20.00	\$80.00	4.00	0	4.00		\$80.00	\$80.00
2	Unclassified borrow	CY	4	\$30.00	\$120.00	2.00	0	2.00		\$60.00	\$60.00
3	Solid slab sodding	SY	25	\$8.00	200.00	0	0	0			
4	Remove tree 6" to 12" in dia	EA	0	\$800.00	0.00	0	0	0			
8	Removal of concrete sidewalk	SY	34	\$10.00	340.00	35.33	0	35.33		\$353.30	\$353.30
10b	Removal of 9" concrete pavement	SY	0	\$15.00	0.00	0	0	0		0	0
12	Saw cutting pavement Sidewalk	LF	25	\$4.00	\$104.00	26.00	0	26.00		\$104.00	\$104.00
13	Install 4" concrete sidewalk	SY	43	\$75.00	\$3,191.25	42.55	0	42.55		\$3,191.25	\$3,191.25
20	Install sidewalk ramps	SY	0	\$110.00	0.00	0	0	0		0	0
20a	Install detectable warning surfaces	SF	0	\$30.00	0.00	0	0	0		0	0
23	Concrete curb (6" Barrier-integral)	EA	35	\$15.00	\$525.00	35.00	0	35.00		\$525.00	\$525.00
24	Concrete curb (8" Barrier-integral)	EA	30	\$20.00	\$600.00	32.00	0	32.00		\$640.00	\$640.00
27	Install 1/2" joint dowels	EA	12	\$8.00	\$96.00	12.00	0	12.00		\$96.00	\$96.00
30	Removal of curb and gutter	LF	10	\$12.00	\$120.00	13.50	0	13.50		\$162.00	\$162.00
31	Install curb and gutter	LF	10	\$35.00	\$350.00	13.50	0	13.50		\$472.50	\$472.50
36	Mobilization	LS	0	-	0.00	0	0	0		0	0
37	Traffic control	LS	2	\$500.00	\$1,000.00	2.0	0	2.0		\$1,000.00	\$1,000.00
Total											

Original Contract Amount	\$	Previous Estimates	Payment Amount
Change Orders	\$		\$ -
New Contract Amount	\$		\$ -
Contract Amendments	\$		\$ -
EARNING TO DATE		\$	6,684.05
LESS 5.00% RETAINAGE		\$	
LESS PREVIOUS ESTIMATES		\$	
Total Due this Estimate			6,684.05

**File Attachments for Item:**

15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF AWARDED BID 2324-53, CONTRACT K-2324-172: BY AND BETWEEN THE CITY OF NORMAN UTILITIES AUTHORITY AND CROSSLAND HEAVY CONTRACTORS, FOR THE NORMAN WASTEWATER RECLAMATION FACILITY IN THE AMOUNT OF \$2,960,000; PERFORMANCE BOND B-2324-67, STATUTORY BOND B-2324-68, AND MAINTENANCE BOND MB-2324-65; AND APPROPRIATION OF WASTEWATER RECLAMATION FUND BALANCE AS OUTLINED IN THE STAFF REPORT.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 6/25/2024

**REQUESTER:** Peter Wolbach

**PRESENTER:** Peter Wolbach, Staff Engineer

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF AWARDED BID 2324-53, CONTRACT K-2324-172: BY AND BETWEEN THE CITY OF NORMAN UTILITIES AUTHORITY AND CROSSLAND HEAVY CONTRACTORS, FOR THE NORMAN WASTEWATER RECLAMATION FACILITY IN THE AMOUNT OF \$2,960,000; PERFORMANCE BOND B-2324-67, STATUTORY BOND B-2324-68, AND MAINTENANCE BOND MB-2324-65; AND APPROPRIATION OF WASTEWATER RECLAMATION FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

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### BACKGROUND:

The Norman Wastewater Reclamation Facility (WRF) is in need of replacing the blowers responsible for aerating the aeration basins and conducting point repairs along the aeration distribution main to seal leaks. The current blower system is comprised of two (2) turbo blowers and four (4) centrifugal blowers. Aerating the basins is a necessary step for removing ammonia, which is a monitored constituent for permitting effluent through the Oklahoma Department of Environmental Quality (DEQ), and therefore critical to the wastewater treatment process at the WRF. The current turbo blowers were installed during WRF Phase 2 Construction in 2016, and at no fault of the contractor, did not meet specifications. Due to the turbo blowers not meeting the project specifications, Atlas Copco and the Norman Utilities Authority (NUA) executed Contract K-2223-119 in February 2023, where Atlas Copco provided two (2) replacement turbo blowers that will meet site specifications at no charge to NUA. These turbo blowers will require installation and integration into the WRF's systems. The current centrifugal blowers have reached the end of their design life, and their accompanying electrical systems are in need of replacement along with the blowers.

With respect to the agreement with Atlas Copco, related engineering services for installation and integration of the turbo blowers are the responsibility of NUA. Garver, LLC was the Engineer of Record for the Phase 2 project and has detailed knowledge of the WRF and its aeration systems. In August 2023, NUA and Garver executed Contract K-2324-33, where Garver performed the following engineering services:

1. Project management services;

2. Design services;
3. Bidding services;
4. Construction administration services; and
5. Application engineering (instrumentation and control) services.

Following completion of the design phase in April 2024, NUA and Garver solicited bids encompassing the installation of the turbo blowers, point repairs of the aeration distribution main, and replacement and installation of the centrifugal blowers and their accompanying electrical components.

## **DISCUSSION:**

The advertisement for bids was published in the Norman Transcript in April 25 and May 2, 2024, with bids received and opened on May 30, 2024.

A total of five (5) bids were opened, with four (4) of the five (5) bids being competitive. Crossland Heavy Contractors provided the lowest bid at \$2,960,000. Walters Morgan Construction provided the second lowest bid at \$3,411,500. The base bid included replacement of the current turbo blowers and point repairs along the aeration distribution main. Alternative 1 included replacement of two (2) of the four (4) centrifugal blowers and Alternative 2 included replacement of the remaining two (2) centrifugal blowers. All bidders submitted bids encompassing the base bid and all alternatives. Of the bids received, Garver recommended Crossland Heavy as the lowest and best bid. In anticipation of receiving federal funding, this project was bid with the necessary documents and acknowledgements to receive federal funds. All results of the bid opening event are attached herein.

Assuming NUA approval of Contract Award on June 25, 2024, the contract time would likely start July 9, 2024. The turbo blowers are already onsite and the installation period allotted for the turbo blowers is 180-days. The centrifugal blowers and their accompanying electronics need to be procured and to account for procurement lead times and installation, completion of the entire project has been allotted 600-days total.

Funds in the amount of \$729,794.97 are available in Norman WRF Blower Replacement Project, Construction (Account 32999911-46101; Project WW0332). The Norman Utilities Authority closed on a \$5,000,000 Oklahoma Water Resources (OWRB) loan on May 16, 2024. These funds are drawn from the OWRB as expenditures are made, so an appropriation from Water Reclamation Fund Balance (32-29000) will be needed to fund the remainder of the project (i.e., reimbursement basis).

The City of Norman is exempt from the payment of any sales or use taxes. Pursuant to Title 68 O.S., Section 1356 (10) and as allowed by Oklahoma Tax Commission Rules Part 27 Trust Authority 710:65-13-140, direct vendors to the Norman Utilities Authority (NUA) are also exempt from those taxes. A contractor and his subcontractors may exclude from their cost, sales taxes on appropriate equipment, materials, and supplies that need not be paid while acting on behalf of the NUA. To minimize project costs, the NUA will make payment directly to vendors supplying equipment and materials for incorporation into the project.

**RECOMMENDATION 1:**

Staff recommends that the NUA accept Bid Number 2324-53 and award a contract for the Base Bid plus all Alternates in the amount of \$2,960,000 to Crossland Heavy Contractors of Columbus, Kansas as the lowest and best bidder; authorize approval and execution of Contract K-2324-172 with the performance, statutory, and maintenance bonds in the amount of the contract, authorize the NUA to pay vendors for equipment and supplies for Norman WRF Blower Replacement Project (WW0332).

**RECOMMENDATION 2:**

Staff recommends appropriation of \$2,230,206 from the Wastewater Reclamation Fund Balance (Account 32-29000) to Norman WRF Blower Replacement Project, Construction to be refunded from the OWRB 2024 Clean Water SRF Promissory Note.

Norman Utilities Authority  
 Project WW0332  
 Norman WRF Blower Replacement

Contract K-2324-172  
 Bid No. 2324-53

## CONTRACT

THIS CONTRACT by and between the NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, hereinafter designated as the AUTHORITY, and **Crossland Heavy Contractors** hereinafter designated as the CONTRACTOR, effective the date last executed below,

### WITNESSETH

WHEREAS, the AUTHORITY has caused to be prepared in accordance with law, specifications and other Contract Documents for the work hereinafter described; and has approved and adopted all of said Contract Documents; and has given and advertised an Invitation to Bid as required by law; and has received sealed Bids for the furnishing of all labor, materials and equipment for the following project:

### PROJECT WW0332 NORMAN WRF BLOWER REPLACEMENT NORMAN, OKLAHOMA

in accordance with and as outlined and set out in the terms and provisions of said Contract Documents; and,

WHEREAS, the CONTRACTOR in response to said Invitation to Bid, has submitted to the AUTHORITY in the manner and at the time specified, a sealed Bid in accordance with the terms of this said Contract Documents; and

WHEREAS, the AUTHORITY, in the manner provided by law, has publicly opened, examined, and canvassed the Bids submitted and has determined and declared the above-named CONTRACTOR to be the best Bidder on the above-prepared project, and has duly awarded said Bid to said CONTRACTOR, for the sum named in the proposal, to wit:

Two Million, Nine Hundred Sixty Thousand Dollars      \$2,960,000

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

1) The CONTRACTOR shall, in good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and said CONTRACT Documents, per the Table of Contents, including, but not limited to:

- the Invitation to Bid published in the Norman Transcript
- Notice to Bidders
- the Instructions to Bidders;
- the CONTRACTOR'S Bid or Proposal;
- the Bonds thereto;
- Multiple affidavits
- the Conditions of the Contract
- the Technical Specifications and Construction Drawings

all of which documents are on file in the Office of the AUTHORITY, and are made a part of this CONTRACT as fully as if the same were set out in full, with the following additions and/or exceptions:

Content of Addenda Nos. 1 (dated 5/17/2024), 2 (dated 5/28/2024) are all included in this Contract.



Norman Utilities Authority  
 Project WW0332  
 Norman WRF Blower Replacement

Contract K-2324-172  
 Bid No. 2324-53

2) The AUTHORITY shall make payments, minus a retainage as stipulated in the CONTRACT Documents, to the CONTRACTOR in the following manner: On or about the last day of each month, the project manager, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, of work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project manager, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 74, Section 3109-3110, and Title 62, Section 310.09.

On completion of the work, but prior to the acceptance thereof by the AUTHORITY, it shall be the duty of the project manager, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations said official shall make his final certificate to the AUTHORITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainage) will be approved and paid.

3) The CONTRACTOR shall commence said work within ten (10) calendar days following receipt of a NOTICE-TO-PROCEED, prosecute the same vigorously and continuously, and complete the same within 180 calendar days for Turbo Blower Replacements, and 600 calendar days total for additional Base Bid items and Alternatives following receipt of NOTICE-TO-PROCEED.

4) Time is of the essence in completion of this project and the AUTHORITY will suffer financial loss if the Work is not completed within the time(s) specified in preceding paragraph. CONTRACTOR and AUTHORITY also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding such actual loss. Accordingly, instead of requiring any such proof, CONTRACTOR and AUTHORITY therefore further agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay \$800 for each calendar day that expires after the time specified in preceding paragraph, plus any authorized extensions thereof, for completion and readiness for final payment of each portion of the Work.

5) The AUTHORITY shall pay the CONTRACTOR for the work performed as follows:

- a) Payment for unit price items shall be at the unit price bid for actual construction quantities. (or) Payment for the lump sum price items shall be at the price bid for actual construction complete in place.
- b) Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt arise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied. And that the CONTRACTOR'S bid is hereby made a part of this CONTRACT.

6) The AUTHORITY reserves the right to add to or subtract from the estimated quantities or amount of work to be performed up to a maximum of 15% of the total bid price.

7) The CONTRACTOR shall not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the AUTHORITY; and that in the event any additions are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

Norman Utilities Authority  
Project WW0332  
Norman WRF Blower Replacement

Contract K-2324-172  
Bid No. 2324-53

8) The parties mutually agree and acknowledge that this is an Oklahoma AGREEMENT and any dispute shall be resolved in accordance with the Laws of the State of Oklahoma and actions if necessary shall be brought in the District Court of Cleveland County. In the event of ambiguity in any of the terms of this AGREEMENT, it shall not be construed for or against any party on the basis that such party did or did not author the same

9) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the AUTHORITY, the CONTRACTOR shall be compensated therefore at the unit price bid or as agreed to by both parties in the execution of a Change Order.

10) No provision of this CONTRACT or of any such aforementioned documents shall be interpreted or given legal effect to create an obligation on the part of the AUTHORITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the AUTHORITY or in any way to restrict the freedom of the AUTHORITY to exercise full discretion in its dealing with the Contractor.

11) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the AUTHORITY prior to issuance of the NOTICE-TO-PROCEED and commencement of work on the project.

The following statement must be signed and notarized before this Contract will become effective.

STATE OF Kansas )

COUNTY OF Cherokee )

I certify that I am the duly authorized agent of Crossland Heavy Contractors CONTRACTOR.

I further certify that neither the CONTRACTOR nor the anyone subject to the his/her direction or control has paid, given or donated, or agreed to pay, give or donate to any officer or employee of the AUTHORITY, any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

Crossland Heavy Contractors  
(Bidder Company Name)

By:

[Signature]  
Monte Sell, Executive Chairman  
(printed/typed name and title)

Subscribed and sworn to before me this 20<sup>th</sup> day of June, 2024.

Kanya I. O'Brien  
Notary Public (or Clerk or Judge)

My Commission Expires: 4-10-25



Norman Utilities Authority  
 Project WW0332  
 Norman WRF Blower Replacement

Contract K-2324-172  
 Bid No. 2324-53

IN WITNESS WHEREOF, AUTHORITY and CONTRACTOR have executed this AGREEMENT;

DATED this 20 day of June, 2024

ATTEST

Holly Rhodes  
 Corporate Secretary (where applicable)

(Corporate Seal) (where applicable)

Crossland Heavy Contractors  
 PRINCIPAL

Signed:

[Signature]  
 Authorized Representative

Mark Sell, Executive Chairman  
 Name and Title

Address:

PO Box 350  
Columbus, KS 66625

Telephone:

620-429-1410

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 3<sup>rd</sup> day of July, 2024.

[Signature]  
 AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.

NORMAN UTILITIES AUTHORITY

ATTEST

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

Title: Chairman

\_\_\_\_\_

Secretary

Norman Utilities Authority  
 Project WW0332  
 Norman WRF Blower Replacement

Contract K-2324-172  
 Bid No. 2324-53

## CONTRACT

THIS CONTRACT by and between the NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, hereinafter designated as the AUTHORITY, and Crossland Heavy Contractors hereinafter designated as the CONTRACTOR, effective the date last executed below,

## WITNESSETH

WHEREAS, the AUTHORITY has caused to be prepared in accordance with law, specifications and other Contract Documents for the work hereinafter described; and has approved and adopted all of said Contract Documents; and has given and advertised an Invitation to Bid as required by law; and has received sealed Bids for the furnishing of all labor, materials and equipment for the following project:

PROJECT WW0332  
NORMAN WRF BLOWER REPLACEMENT  
NORMAN, OKLAHOMA

in accordance with and as outlined and set out in the terms and provisions of said Contract Documents; and,

WHEREAS, the CONTRACTOR in response to said Invitation to Bid, has submitted to the AUTHORITY in the manner and at the time specified, a sealed Bid in accordance with the terms of this said Contract Documents; and

WHEREAS, the AUTHORITY, in the manner provided by law, has publicly opened, examined, and canvassed the Bids submitted and has determined and declared the above-named CONTRACTOR to be the best Bidder on the above-prepared project, and has duly awarded said Bid to said CONTRACTOR, for the sum named in the proposal, to wit:

Two Million, Nine Hundred Sixty Thousand Dollars      \$2,960,000

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

1) The CONTRACTOR shall, in good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and said CONTRACT Documents, per the Table of Contents, including, but not limited to:

- the Invitation to Bid published in the Norman Transcript
- Notice to Bidders
- the Instructions to Bidders;
- the CONTRACTOR'S Bid or Proposal;
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- Multiple affidavits
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all of which documents are on file in the Office of the AUTHORITY, and are made a part of this CONTRACT as fully as if the same were set out in full, with the following additions and/or exceptions:

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\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Norman Utilities Authority  
Project WW0332  
Norman WRF Blower Replacement

Contract K-2324-172  
Bid No. 2324-53

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Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 74, Section 3109-3110, and Title 62, Section 310.09.

On completion of the work, but prior to the acceptance thereof by the AUTHORITY, it shall be the duty of the project manager, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations said official shall make his final certificate to the AUTHORITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainage) will be approved and paid.

3) The CONTRACTOR shall commence said work within ten (10) calendar days following receipt of a NOTICE-TO-PROCEED, prosecute the same vigorously and continuously, and complete the same within 180 calendar days for Turbo Blower Replacements, and 600 calendar days total for additional Base Bid items and Alternatives following receipt of NOTICE-TO-PROCEED.

4) Time is of the essence in completion of this project and the AUTHORITY will suffer financial loss if the Work is not completed within the time(s) specified in preceding paragraph. CONTRACTOR and AUTHORITY also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding such actual loss. Accordingly, instead of requiring any such proof, CONTRACTOR and AUTHORITY therefore further agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay \$800 for each calendar day that expires after the time specified in preceding paragraph, plus any authorized extensions thereof, for completion and readiness for final payment of each portion of the Work.

5) The AUTHORITY shall pay the CONTRACTOR for the work performed as follows:

- a) Payment for unit price items shall be at the unit price bid for actual construction quantities. (or) Payment for the lump sum price items shall be at the price bid for actual construction complete in place.
- b) Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt arise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied. And that the CONTRACTOR'S bid is hereby made a part of this CONTRACT.

6) The AUTHORITY reserves the right to add to or subtract from the estimated quantities or amount of work to be performed up to a maximum of 15% of the total bid price.

7) The CONTRACTOR shall not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the AUTHORITY; and that in the event any additions are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

Norman Utilities Authority  
Project WW0332  
Norman WRF Blower Replacement

Contract K-2324-172  
Bid No. 2324-53

8) The parties mutually agree and acknowledge that this is an Oklahoma AGREEMENT and any dispute shall be resolved in accordance with the Laws of the State of Oklahoma and actions if necessary shall be brought in the District Court of Cleveland County. In the event of ambiguity in any of the terms of this AGREEMENT, it shall not be construed for or against any party on the basis that such party did or did not author the same

9) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the AUTHORITY, the CONTRACTOR shall be compensated therefore at the unit price bid or as agreed to by both parties in the execution of a Change Order.

10) No provision of this CONTRACT or of any such aforementioned documents shall be interpreted or given legal effect to create an obligation on the part of the AUTHORITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the AUTHORITY or in any way to restrict the freedom of the AUTHORITY to exercise full discretion in its dealing with the Contractor.

11) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the AUTHORITY prior to issuance of the NOTICE-TO-PROCEED and commencement of work on the project.

The following statement must be signed and notarized before this Contract will become effective.

STATE OF Kansas )

COUNTY OF Cherokee )

I certify that I am the duly authorized agent of Crossland Heavy Contractors, CONTRACTOR.

I further certify that neither the CONTRACTOR nor the anyone subject to the his/her direction or control has paid, given or donated, or agreed to pay, give or donate to any officer or employee of the AUTHORITY, any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

Crossland Heavy Contractors  
(Bidder Company Name)

By:

Mark Sell, Executive Chairman  
(printed/typed name and title)

Subscribed and sworn to before me this 20th day of June, 2024.

Kayla I. O'Brien  
Notary Public (or Clerk or Judge)

My Commission Expires: 4-16-25



Norman Utilities Authority  
 Project WW0332  
 Norman WRF Blower Replacement

Contract K-2324-172  
 Bid No. 2324-53

IN WITNESS WHEREOF, AUTHORITY and CONTRACTOR have executed this AGREEMENT;

DATED this 20 day of June, 2024

ATTEST

Holly Rhodes  
 Corporate Secretary (where applicable)

(Corporate Seal) (where applicable)

Crossland Heavy Contractors  
 PRINCIPAL

Signed:

[Signature]  
 Authorized Representative

Mark Sell, Executive Chairman  
 Name and Title

Address:

PO Box 350  
Columbus, KS 66725

Telephone:

1070-429-1410

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 3rd day of July, 2024

[Signature]  
 AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.

NORMAN UTILITIES AUTHORITY

ATTEST

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

Title: Chairman

Secretary



Norman Utilities Authority  
 Project WW0332  
 Norman WRF Blower Replacement

Contract K-2324-172  
 Bid No. 2324-53

## CONTRACT

THIS CONTRACT by and between the NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, hereinafter designated as the AUTHORITY, and **Crossland Heavy Contractors** hereinafter designated as the CONTRACTOR, effective the date last executed below,

### WITNESSETH

WHEREAS, the AUTHORITY has caused to be prepared in accordance with law, specifications and other Contract Documents for the work hereinafter described; and has approved and adopted all of said Contract Documents; and has given and advertised an Invitation to Bid as required by law; and has received sealed Bids for the furnishing of all labor, materials and equipment for the following project:

PROJECT WW0332  
NORMAN WRF BLOWER REPLACEMENT  
NORMAN, OKLAHOMA

in accordance with and as outlined and set out in the terms and provisions of said Contract Documents; and,

WHEREAS, the CONTRACTOR in response to said Invitation to Bid, has submitted to the AUTHORITY in the manner and at the time specified, a sealed Bid in accordance with the terms of this said Contract Documents; and

WHEREAS, the AUTHORITY, in the manner provided by law, has publicly opened, examined, and canvassed the Bids submitted and has determined and declared the above-named CONTRACTOR to be the best Bidder on the above-prepared project, and has duly awarded said Bid to said CONTRACTOR, for the sum named in the proposal, to wit:

Two Million, Nine Hundred Sixty Thousand Dollars      \$2,960,000

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

1) The CONTRACTOR shall, in good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and said CONTRACT Documents, per the Table of Contents, including, but not limited to:

- the Invitation to Bid published in the Norman Transcript
- Notice to Bidders
- the Instructions to Bidders;
- the CONTRACTOR'S Bid or Proposal;
- the Bonds thereto;
- Multiple affidavits
- the Conditions of the Contract
- the Technical Specifications and Construction Drawings

all of which documents are on file in the Office of the AUTHORITY, and are made a part of this CONTRACT as fully as if the same were set out in full, with the following additions and/or exceptions:

Content of Addenda Nos. 1 (dated 5/17/2024), 2 (dated 5/28/2024) are all included in this Contract.



Norman Utilities Authority  
 Project WW0332  
 Norman WRF Blower Replacement

Contract K-2324-172  
 Bid No. 2324-53

2) The AUTHORITY shall make payments, minus a retainage as stipulated in the CONTRACT Documents, to the CONTRACTOR in the following manner: On or about the last day of each month, the project manager, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, of work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project manager, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 74, Section 3109-3110, and Title 62, Section 310.09.

On completion of the work, but prior to the acceptance thereof by the AUTHORITY, it shall be the duty of the project manager, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations said official shall make his final certificate to the AUTHORITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainage) will be approved and paid.

3) The CONTRACTOR shall commence said work within ten (10) calendar days following receipt of a NOTICE-TO-PROCEED, prosecute the same vigorously and continuously, and complete the same within 180 calendar days for Turbo Blower Replacements, and 600 calendar days total for additional Base Bid items and Alternatives following receipt of NOTICE-TO-PROCEED.

4) Time is of the essence in completion of this project and the AUTHORITY will suffer financial loss if the Work is not completed within the time(s) specified in preceding paragraph. CONTRACTOR and AUTHORITY also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding such actual loss. Accordingly, instead of requiring any such proof, CONTRACTOR and AUTHORITY therefore further agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay \$800 for each calendar day that expires after the time specified in preceding paragraph, plus any authorized extensions thereof, for completion and readiness for final payment of each portion of the Work.

5) The AUTHORITY shall pay the CONTRACTOR for the work performed as follows:

- a) Payment for unit price items shall be at the unit price bid for actual construction quantities. (or) Payment for the lump sum price items shall be at the price bid for actual construction complete in place.
- b) Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt arise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied. And that the CONTRACTOR'S bid is hereby made a part of this CONTRACT.

6) The AUTHORITY reserves the right to add to or subtract from the estimated quantities or amount of work to be performed up to a maximum of 15% of the total bid price.

7) The CONTRACTOR shall not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the AUTHORITY; and that in the event any additions are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

Norman Utilities Authority  
Project WW0332  
Norman WRF Blower Replacement

Contract K-2324-172  
Bid No. 2324-53

8) The parties mutually agree and acknowledge that this is an Oklahoma AGREEMENT and any dispute shall be resolved in accordance with the Laws of the State of Oklahoma and actions if necessary shall be brought in the District Court of Cleveland County. In the event of ambiguity in any of the terms of this AGREEMENT, it shall not be construed for or against any party on the basis that such party did or did not author the same

9) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the AUTHORITY, the CONTRACTOR shall be compensated therefore at the unit price bid or as agreed to by both parties in the execution of a Change Order.

10) No provision of this CONTRACT or of any such aforementioned documents shall be interpreted or given legal effect to create an obligation on the part of the AUTHORITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the AUTHORITY or in any way to restrict the freedom of the AUTHORITY to exercise full discretion in its dealing with the Contractor.

11) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the AUTHORITY prior to issuance of the NOTICE-TO-PROCEED and commencement of work on the project.

The following statement must be signed and notarized before this Contract will become effective.

STATE OF Kansas )

COUNTY OF Cherokee )

I certify that I am the duly authorized agent of Crossland Heavy Contractors CONTRACTOR.

I further certify that neither the CONTRACTOR nor the anyone subject to the his/her direction or control has paid, given or donated, or agreed to pay, give or donate to any officer or employee of the AUTHORITY, any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

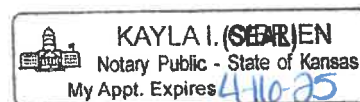
Crossland Heavy Contractors  
(Bidder Company Name)

By: [Signature]  
Mark Sell, Executive Chairman  
(printed/typed name and title)

Subscribed and sworn to before me this 20 day of June, 2024.

Kayla I. [Signature]  
Notary Public (or Clerk or Judge)

My Commission Expires: 4-16-25



Norman Utilities Authority  
 Project WW0332  
 Norman WRF Blower Replacement

Contract K-2324-172  
 Bid No. 2324-53

IN WITNESS WHEREOF, AUTHORITY and CONTRACTOR have executed this AGREEMENT;

DATED this 20 day of June, 2024

ATTEST

Holly Rhodes

Corporate Secretary (where applicable)

Crossland Heavy Contractors  
 PRINCIPAL

Signed:

[Signature]

Authorized Representative

Mark Sell, Executive Chairman  
 Name and Title

Address:

PO Box 350  
Columbus, MS 39205

(Corporate Seal) (where applicable)

Telephone:

601-429-1410

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 3<sup>rd</sup> day of July, 2024.

[Signature]

AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.

NORMAN UTILITIES AUTHORITY

ATTEST

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

Title: Chairman

\_\_\_\_\_

Secretary

Norman Utilities Authority  
 Project WW0332  
 Norman WRF Blower Replacement

Contract K-2324-172  
 Bid No. 2324-53  
 B-2324-67

## PERFORMANCE BOND

Bond No. K41895949 / 9458257

Know all men by these presents that Crossland Heavy Contractors, Inc., as PRINCIPAL, and Federal Insurance Company / Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Illinois and Indiana, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of Two Million, Nine Hundred Sixty Thousand Dollars \$2,960,000, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the successful bidder on the following PROJECT:

PROJECT WW0332  
NORMAN WRF BLOWER REPLACEMENT  
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2324-172) with the AUTHORITY, dated \_\_\_\_\_ to perform and complete said PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by the CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the AUTHORITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by the PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of the PRINCIPAL or his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the AUTHORITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

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

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

Norman Utilities Authority  
 Project WW0332  
 Norman WRF Blower Replacement

Contract K-2324-172  
 Bid No. 2324-53  
 B-2324-67

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal) (where applicable)

ATTEST

Holly Rhodes  
 Corporate Secretary (where applicable)

Crossland Heavy Contractors, Inc.

PRINCIPAL

Signed:

[Signature]  
 Authorized Representative

Mark Sell, Executive Chairman  
 Name and Title

Address:

501 S. East Ave., Columbus, KS 66725

Telephone:

(620) 429-1410

(Corporate Seal)

ATTEST

Morgan Lussier  
 Corporate Secretary / Megan Lussier, Witness

Federal Insurance Company /  
 Fidelity and Deposit Company of Maryland  
 SURETY

Signed:

[Signature]  
 Authorized Representative

Morgan Wilkerson-Liu, Attorney-in-Fact  
 Name and Title

Address:

202B Hall's Mill Road, Whitehouse Station, NJ 08889 /  
1299 Zurich Way, 5th Floor Schaumburg, IL 60196 - 1056

Telephone:

(215) 640-1000 / (847) 605-6000

Norman Utilities Authority  
 Project WW0332  
 Norman WRF Blower Replacement

Contract K-2324-172  
 Bid No. 2324-53  
 B-2324-67

### CORPORATE ACKNOWLEDGEMENT

STATE OF Kansas)  
 COUNTY OF Cherokee)

)§

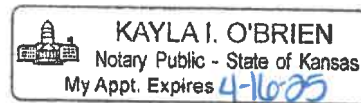
The foregoing instrument was acknowledged before me this 20 day of June,

20 24, by Mark Sell Executive Chairman of Crossland Heavy Contractors  
Name and Title Contractor  
 a Kansas corporation, on behalf of the corporation.

WITNESS my hand and seal this 20 day of June 20 24.

Kayla I. O'Brien  
 Notary Public

My Commission Expires: 4-16-25



### INDIVIDUAL ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_)  
 COUNTY OF \_\_\_\_\_)

)§

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,

20 \_\_\_\_\_, by \_\_\_\_\_ an individual.  
Name and Title

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
 Notary Public

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

Norman Utilities Authority  
 Project WW0332  
 Norman WRF Blower Replacement

Contract K-2324-172  
 Bid No. 2324-53  
 B-2324-67

### PARTNERSHIP ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)§

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,

20 \_\_\_\_, by \_\_\_\_\_ partner (or agent) on behalf of  
 Name and Title

\_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
 Notary Public

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

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 3<sup>rd</sup> day of July, 2024.

  
 AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.

NORMAN UTILITIES AUTHORITY

ATTEST

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

Title: Chairman

\_\_\_\_\_  
 Secretary

Norman Utilities Authority  
 Project WW0332  
 Norman WRF Blower Replacement

Contract K-2324-172  
 Bid No. 2324-53  
 B- 2324-68

# **STATUTORY BOND**

Bond No. K41895949 / 9458257

Know all men by these presents that Crossland Heavy Contractors, Inc., as PRINCIPAL, and Federal Insurance Company / Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Illinois and Indiana, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, hereinafter called AUTHORITY, in the sum of Two Million, Nine Hundred Sixty Thousand Dollars \$2,960,000, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best bidder on the following PROJECT:

PROJECT WW0332  
NORMAN WRF BLOWER REPLACEMENT  
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2324-172) with the AUTHORITY, dated \_\_\_\_\_ to perform and complete said PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. 1981 §2, for the amount so due and unpaid.

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

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.



Norman Utilities Authority  
 Project WW0332  
 Norman WRF Blower Replacement

Contract K-2324-172  
 Bid No. 2324-53  
 B- 2324-68

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal) (where applicable)

ATTEST

Holly Brooks  
 Corporate Secretary (where applicable)

Crossland Heavy Contractors, Inc.

PRINCIPAL

Signed:

[Signature]  
 Authorized Representative

Mark Sell, Executive Chairman  
 Name and Title

Address:

501 S. East Ave., Columbus, KS 66725

Telephone:

(620) 429-1410

(Corporate Seal)

ATTEST

[Signature]  
 Corporate Secretary ----- Megan Lussier, Witness

Federal Insurance Company /  
 Fidelity and Deposit Company of Maryland  
 SURETY

Signed:

[Signature]  
 Authorized Representative

Morgan Wilkerson-Liu, Attorney-in-Fact  
 Name and Title

Address:

202B Hall's Mill Road, Whitehouse Station, NJ 08889 /  
 1299 Zurich Way, 5th Floor Schaumburg, IL 60196 - 1056

Telephone:

(215) 640-1000 / (847) 605-6000

Norman Utilities Authority  
 Project WW0332  
 Norman WRF Blower Replacement

Contract K-2324-172  
 Bid No. 2324-53  
 B- 2324-68

### CORPORATE ACKNOWLEDGEMENT

STATE OF Kansas )

COUNTY OF Cherokee )§

The foregoing instrument was acknowledged before me this 20 day of June,

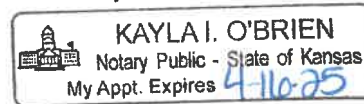
20 24, by Mark Sell, Executive Chairman of Crossland Heavy Contractors  
Name and Title

a Kansas corporation, on behalf of the corporation.

WITNESS my hand and seal this 20 day of June 20 24.

Notary Public

My Commission Expires: 4-16-25



### INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA )

COUNTY OF \_\_\_\_\_ )§

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,

20 \_\_\_\_\_, by \_\_\_\_\_ an individual.  
Name and Title

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

Notary Public

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

Norman Utilities Authority  
 Project WW0332  
 Norman WRF Blower Replacement

Contract K-2324-172  
 Bid No. 2324-53  
 B- 2324-68

### PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA            )  
                                                           )§  
 COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,

20 \_\_\_\_\_, by \_\_\_\_\_ partner (or agent) on behalf of  
                                                           Name and Title

\_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
 Notary Public

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

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 3 day of July, 2024.

  
 \_\_\_\_\_  
 AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this \_\_\_\_\_ day of  
 \_\_\_\_\_, 20\_\_\_\_.

NORMAN UTILITIES AUTHORITY

ATTEST

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

Title: Chairman

\_\_\_\_\_  
 Secretary

Norman Utilities Authority  
 Project WW0332  
 Norman WRF Blower Replacement

Contract K-2324-172  
 Bid No. 2324-53  
 MB-2324-65

# **MAINTENANCE BOND**

Bond No. K41895949 / 9458257

Know all men by these presents that Crossland Heavy Contractors, Inc., as PRINCIPAL, and Federal Insurance Company / Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Illinois and Indiana, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of Two Million, Nine Hundred Sixty Thousand Dollars \$2,960,000, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the successful bidder on the following PROJECT:

## PROJECT WW0332 NORMAN WRF BLOWER REPLACEMENT NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2324-172) with the AUTHORITY, dated \_\_\_\_\_ to perform and complete said PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

WHEREAS, under the ordinances of the AUTHORITY, the PRINCIPAL is required to furnish to the AUTHORITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the AUTHORITY or expense to the AUTHORITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of two (2) years from the date of the written final acceptance by the AUTHORITY, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the AUTHORITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

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

Norman Utilities Authority  
 Project WW0332  
 Norman WRF Blower Replacement

Contract K-2324-172  
 Bid No. 2324-53  
 MB-2324-65

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal) (where applicable)  
 ATTEST

Holly Brooks

Corporate Secretary (where applicable)

Crossland Heavy Contractors, Inc.  
 PRINCIPAL

Signed:

[Signature]  
 Authorized Representative

Mark Sell, Executive Chairman  
 Name and Title

Address:

501 S. East Ave., Columbus, KS 66725

Telephone:

(620) 429-1410

(Corporate Seal)

ATTEST

[Signature]  
 ---Corporate Secretary--- Megan Lussier, Witness

Federal Insurance Company /  
 Fidelity and Deposit Company of Maryland

SURETY

Signed:

[Signature]  
 Authorized Representative

Morgan Wilkerson-Liu, Attorney-in-Fact  
 Name and Title

Address: 202B Hall's Mill Road, Whitehouse Station, NJ 08889 /  
1299 Zurich Way, 5th Floor Schaumburg, IL 60196 - 1056

Telephone:

(215) 640-1000 / (847) 605-6000

Norman Utilities Authority  
 Project WW0332  
 Norman WRF Blower Replacement

Contract K-2324-172  
 Bid No. 2324-53  
 MB-2324-65

### CORPORATE ACKNOWLEDGEMENT

STATE OF Kansas)

COUNTY OF Cherokee)§

The foregoing instrument was acknowledged before me this 20 day of June,

20 24, by Mark Sell Executive Chairman of Crossland Heavy Contractors

a Kansas corporation, on behalf of the corporation.

WITNESS my hand and seal this 20 day of June 20 24.

Notary Public

My Commission Expires: 4-16-25



### INDIVIDUAL ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)§

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,

20 \_\_\_\_\_, by \_\_\_\_\_ an individual.

Name and Title

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

Notary Public

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

Norman Utilities Authority  
 Project WW0332  
 Norman WRF Blower Replacement

Contract K-2324-172  
 Bid No. 2324-53  
 MB-2324-65

### PARTNERSHIP ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_)

)§

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_, by \_\_\_\_\_ partner (or agent) on behalf of  
 Name and Title

\_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public

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

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this 3<sup>rd</sup> day of July, 2024.

  
 \_\_\_\_\_  
 AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NORMAN UTILITIES AUTHORITY

ATTEST

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

Title: Chairman

\_\_\_\_\_  
 Secretary



# Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company

**Know All by These Presents**, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Clara R. Navarro Abela, Alycia Marie Hoebener, Todd Alan Rambo, Timothy Craig Smith, Myriah A. Anderson and Desiree E. Westmoreland of Wichita, Kansas; Monica F. Donatelli, Elizabeth Drone, Charissa D. Lecuyer, Morgan Wilkerson-Liu, and S. Mark Wilkerson of Overland Park, Kansas -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

**In Witness Whereof**, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 9<sup>th</sup> day of April 2024.

Rupert HD Swindells, Assistant Secretary

Warren Eichhorn, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS.

On this 9<sup>th</sup> day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi  
NOTARY PUBLIC OF NEW JERSEY  
No 50202369  
Commission Expires August 22, 2027

Notary Public

## CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this



Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint S. Mark WILKERSON, Morgan WILKERSON-LIU, Morgan DEWEY, Monica F. DONATELLI, Debra L. WALZ, Charissa D. LECUYER, Elizabeth DRONE of **Overland Park, Kansas**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 09th day of February, A.D. 2024.



**ATTEST:**  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray  
Vice President

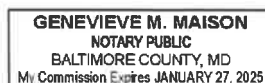
By: Dawn E. Brown  
Secretary

**State of Maryland  
County of Baltimore**

On this 09th day of February, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Genevieve M. Maison*



**Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790**



NORMAN WRF BLOWER BUILDING,  
WW0332 PROJECT LOCATION





**File Attachments for Item:**

16. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2324-56 AND CONTRACT K-2324-177: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND K&R BUILDERS INC., IN THE AMOUNT OF \$2,915,109.71 FOR THE 60<sup>TH</sup> AVENUE NE BRIDGE REPLACEMENT BOND PROJECT, PERFORMANCE BOND B-2324-73; STATUTORY BOND B-2324-74; MAINTENANCE BOND MB-2324-68, AND RESOLUTION R-2324-142 GRANTING TAX-EXEMPT STATUS AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 7/9/2024

**REQUESTER:** Joseph Hill, Streets Program Manager

**PRESENTER:** Scott Sturtz, Interim Public Works Director

**ITEM TITLE:** CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2324-56 AND CONTRACT K-2324-177: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND K&R BUILDERS INC., IN THE AMOUNT OF \$2,915,109.71 FOR THE 60<sup>TH</sup> AVENUE NE BRIDGE REPLACEMENT BOND PROJECT, PERFORMANCE BOND B-2324-73; STATUTORY BOND B-2324-74; MAINTENANCE BOND MB-2324-68, AND RESOLUTION R-2324-142 GRANTING TAX-EXEMPT STATUS AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

### BACKGROUND:

On October 11, 2022, City Council approved contract K-2223-49 with Garver, LLC for the redesign of Bridge NBI No. 09189 over Rock Creek located on 60<sup>th</sup> Avenue NE.

On November 28, 2022, staff received an updated inspection report for the 60<sup>th</sup> Avenue NE Bridge. The inspection report showed accelerated section loss in key structural members of the bridge. On November 29, 2022, staff met with H.W. Lochner Inc., who had performed the inspection, to further discuss their findings. Following the meeting, staff contacted Garver and requested they visit the site to perform a peer review inspection.

On November 30, 2022, Garver provided their findings and recommend, "...reporting a critical finding (or CX) for the steel pier caps, specifically for the supplementary beam supports on the pier caps where heavy/complete localized section loss and loss of bearing capacity was observed." The Oklahoma Department of Transportation Bridge Field Division Manual states, "For this level of follow up review recommendation (CX)... For off system bridges the repair must be completed within the next 90 days or the bridge must be closed."

On December 2, 2022, the 60<sup>th</sup> Avenue NE Bridge was closed to traffic.

The 60<sup>th</sup> Ave NE Bridge is scheduled to be the first project completed for the Bridge Maintenance Bond Program which was approved by Norman voters on October 10, 2023.

## DISCUSSION:

Bid documents and specifications for the 60<sup>th</sup> Avenue NE Bridge Replacement Project were advertised on May 2, 2024 and May 9, 2024 in accordance with State Law. In addition to advertising bids, staff sends bid documents to forty-three (43) contractors directly, including all known contractors specializing in bridge maintenance and repair. Three (3) bid were received on June 22, 2023.

The low bidder is K&R Builders of Oklahoma City, Oklahoma in the amount of \$2,915,109.71. This bid is \$128,695.54 or 4.2% below the Engineer's Estimate of \$3,043,805.25. Staff has carefully reviewed this bid, and believes the bid to be competitive and represents a fair price.

Tabulation of Bid Results

Contractor	Total
Haskell Lemon	\$2,921,246.60
Silver Star Construction	\$3,157,990.00
K&R Builders	\$2,915,109.71
Engineer's Estimate	\$3,043,805.25

On April 10, 2024, the City closed on the sale of \$16,000,000 general obligation bond (Series 2024A) with the proceeds being purposed for bridge repair. An appropriation of funds will be needed to pay for these construction services in the amount of \$2,915,109.71.

If approved, construction of the 60<sup>th</sup> Avenue NE Bridge will begin on or before July 22, 2024, and is estimated to be completed in 165 days.

## RECOMMENDATION 1:

Staff recommends approval of Contract K-2324-177, between the City of Norman and K&R Builders, INC., for the construction of the 60<sup>th</sup> Avenue NE Bridge over Rock Creek.

## RECOMMENDATION 2:

Staff further recommends that, upon approval of Contract K-2324-177, the following bonds be approved:

Performance Bond B-2324-73  
 Statutory Bond B-2324-74  
 Maintenance Bond MB-2324-68

## RECOMMENDATION 3:

Staff further recommends that, upon approval of Contract K-2324-177, K&R Builders INC., be authorized as Project Agent via Resolution R-2324-142 to avoid the payment of sales tax on materials purchases related to the project.

**RECOMMENDATION 4:**

Staff further recommends appropriation of \$2,915,109.71 from the Capital Fund General Obligation Bond Fund Balance (Account 50-29000) to the 60<sup>th</sup> Avenue NE Bridge Replacement Bond Project, Construction (Account 50595367-46101; Project BP0609)

## CONTRACT

Item 16.

THIS CONTRACT made and entered into this 10th day of June, 2024, by and between K & R Builders, Inc. as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

### WITNESSETH

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Notice to Bidders to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following projects:

#### **BID 2324-56 60TH AVE NE BRIDGE REPLACEMENT PROJECT, FYE 2024**

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the CITY in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit:

(WRITTEN) Two Million Nine Hundred Fifteen Thousand One Hundred (DOLLARS):  
Nine Dollars and Seventy One Cents.

(NUMERALS) (\$ 2,915,109.71).

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

1) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: The Bid Notice published in the Norman Transcript, the Notice to Bidders, Instructions to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

2) The CITY shall make payments as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Contract No. K-2324-177  
Page 1 of 4

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations, said official shall make his final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainages) will be approved and paid.

3) It is further agreed that the CONTRACTOR will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously. Any suspension of work must be approved by the engineer or the engineer's representative. The contract period is as follows:

**60TH AVE NE BRIDGE REPLACEMENT PROJECT, FYE 2024**

a. 165 Calendar Days

i. 165 Calendar Days does not include weather days

1. Weather days to be determined by the engineer or the streets program manager

Calendar Days does not include weather days

Weather days to be determined by the engineer or streets program manager

4) That the CITY shall pay the CONTRACTOR for the work performed as follows:

a. Payment for unit price items shall be at the unit price bid for actual construction quantities.

b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt rise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

And that the CONTRACTOR'S bid is hereby made a part of this Agreement.

5) The amount of retainage with respect to progress payments will be 5%, except where otherwise provided by applicable law.

6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefore at the unit price and as agreed to by both parties in the execution of the Change Order.

Contract No. K-2324-177



8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind, and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the CITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay liquidated damages, as stipulated in the contract document and the General Conditions included in the City of Norman Standard Specifications and Construction Drawings, for each calendar day thereafter.

10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project. The CONTRACTOR shall provide written documentation from the Maintenance Bond Company that all work, including Change Orders, is covered by the Maintenance Bond before final acceptance of the project.

11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

12) To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any way to restrict the freedom of the third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

13) The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

STATE OF Oklahoma )  
 ) ss:  
COUNTY OF Oklahoma )

Gary K. Rohlmeier, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the CITY. Affidavit further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the CITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

A. K. Rohlmeier

Contractor

Subscribed and sworn to before me this 4th day of June, 2024.

\_\_\_\_\_  
Notary Public

Contract No. K-2324-177

Page 3 of 4

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 4th day of June 2024, and the 4th day of June, 2024.

(Corporate Seal) (where applicable)



ATTEST:

Authorized Representative

[Signature]  
Corporate Secretary (where applicable)

Principal K & R Builders, Inc.

Signed: [Signature]

Title: President

Address 7701 S. Council Rd.  
Oklahoma City, OK. 73169

Telephone: 405-745-4558

CITY OF NORMAN:

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
City Attorney

Approved by the Council of the City of Norman, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Contract No. K-2324-177  
Page 4 of 4

**CONTRACT AFFIDAVIT**

Item 16.

STATE OF Oklahoma )  
 ) ss:  
COUNTY OF Oklahoma )

Gary K. Rohlmeier, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of K & R Builders, Inc to submit the above Contract to the City of Norman, Oklahoma.

Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

G. K. R.  
Contractor

Subscribed and sworn to before me this 4th day of June, 2024.

Debbie Boens  
Notary Public

My Commission Expires:

12/11/2027



## CITY OF NORMAN

## MAINTENANCE BOND

Know all men by these presents that K & R Builders, Inc., as Principal, and Merchants National Bonding, Inc., a corporation organized under the laws of the State of Iowa, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of <sup>Two Million Nine Hundred Fifteen Thousand</sup> One Hundred Nine & 71/100 DOLLARS (\$ 2,915,109.71), such sum being equal to the contract price and being in force for a period of one year from the date of the acceptance of the below described improvements by the City Council, and thereafter for the sum of <sup>Seven Hundred Twenty Eight Thousand</sup> Seven Hundred Seventy Seven & 42/100 DOLLARS (\$ 728,777.42), such sum being no less than twenty-five percent (25%) of the contract price and being in force for a period of two years thereafter, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best bidder on the following project:

**BID 2324-56 60TH AVE NE BRIDGE REPLACEMENT PROJECT, FYE 2024**

has entered into a written CONTRACT (K-2324-177) with the CITY OF NORMAN, dated this 10th day of June, 20 24 for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

WHEREAS, under the ordinances of the CITY the PRINCIPAL is required to furnish to the CITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY or expense to the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of three (3) years from the date of the written final acceptance by the CITY, then this obligation shall be null and void. The amount of the Maintenance Bond shall be 100 % of the contract amount. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

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

Maintenance Bond No. MB-2324-68  
Page 1 of 3

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 10th day of June, 2024, and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the 10th day of June, 2024.

(Corporate Seal) (where applicable)

ATTEST:

*D. R. Rhen*

Corporate Secretary (where applicable)



Principal K & R Builders, Inc.

Signed: *D. K. Rhen*  
Authorized Representative

Title: President

Address: P.O. Box Box 656

Wheatland, OK 73097

Telephone: 405-745-4558

(Corporate Seal) (where applicable)

ATTEST:

*Wendy Hollen*

Surety: Merchants National Bonding, Inc.

Signed: *Wendy Hollen*  
Authorized Representative

Printed: Wendy Hollen  
Authorized Representative

Title: Attorney-in-Fact

PO Box 890300,  
Address: Oklahoma City, OK 73189

Telephone: 405-691-0016

### CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF OKLAHOMA )

The foregoing instrument was acknowledge before me this 10 day of June, 2024, by Gary K. Rohlmeica, President (Name and Title), of K & R Builders, Inc., a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 10 day of June, 2024.

*Debbie Boehs*

Notary Public

My Commission Expires:

12/11/2027



Maintenance Bond No. MB-2324-68

Page 2 of 3

**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_ (Name and Title) of \_\_\_\_\_,  
 a(n) corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public

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

**PARTNERSHIP ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_ (Name and Title) \_\_\_\_\_ (partner/agent)  
 on behalf of \_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public

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

**CITY OF NORMAN**

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 City Attorney

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
 City Clerk

\_\_\_\_\_  
 Mayor

**PERFORMANCE BOND**

Know all men by these presents, that K & R Builders, Inc. as PRINCIPAL, and Merchants National Bonding, Inc. Corporation organized under the laws of the State of Iowa and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of \*\*\*\*\*Two Million Nine Hundred Fifteen Thousand One Hundred Nine & 71/100\*\*\*\*\* DOLLARS, (\$ 2,915,109.71 ), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

**BID 2324-56 60TH AVE NE BRIDGE REPLACEMENT PROJECT, FYE 2024**

has entered into a written CONTRACT (K-2324-177) with THE CITY OF NORMAN, dated this 10th day of June, 20 24 for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by said CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the CITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect.

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

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), and the 10th day of June, 20 24 and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the day of June 10, 20 24.

Performance Bond No. B-2324-73

Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST:

Corporate Secretary (where applicable)



(Corporate Seal) (where applicable)

ATTEST:

Principal K & R Builders, Inc.Signed: *Gary K. Rohlmeier*Title: Authorized Representative  
PresidentAddress: P.O. Box Box 656Wheatland, OK 73097Telephone: 405-745-4558Surety: Merchants National Bonding, Inc.Signed: *Wendy Hollen*  
Authorized RepresentativePrinted: Wendy Hollen  
Authorized RepresentativeTitle: Attorney-in-FactPO Box 890300,  
Address: Oklahoma City, OK 73189Telephone: 405-691-0016**CORPORATE ACKNOWLEDGEMENT**STATE OF OKlahoma )  
 ) ss:  
COUNTY OF OKlahoma )The foregoing instrument was acknowledge before me this 10 day of June, 2024, by GARY K. ROHLMEIER, President (Name and Title), of K & R Builders, Inc., a(n) corporation, on behalf of the corporation.WITNESS my hand and seal this 10 day of June, 2024.

My Commission Expires:

12/11/2027*Derbie Boens*  
Notary Public

Performance Bond No. B-2324-73

Page 2 of 3



**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
 by \_\_\_\_\_ (Name and Title) of \_\_\_\_\_,  
 a(n) corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 Notary Public

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

**PARTNERSHIP ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
 by \_\_\_\_\_ (Name and Title) \_\_\_\_\_  
 (partner/agent) on behalf of \_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 Notary Public

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

**CITY OF NORMAN**

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 City Attorney

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
 City Clerk

\_\_\_\_\_  
 Mayor

Performance Bond No. B-2324-73  
 Page 3 of 3

## STATUTORY BOND

Know all men by these presents that K & R Builders, Inc. as PRINCIPAL, and Merchants National Bonding, Inc., a corporation organized under the laws of the State of Iowa, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of \*\*\*\*\*Two Million Nine Hundred Fifteen Thousand One Hundred Nine & 71/100\*\*\*\*\* DOLLARS (\$ 2,915,109.71), or the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

**BID 2324-56 60TH AVE NE BRIDGE REPLACEMENT PROJECT, FYE 2024**

has entered into a written CONTRACT (K-2324-177) with THE CITY OF NORMAN, dated this 10th day of June, 2024, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. 52, for the amount so due and unpaid.

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

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 10th day of June, 2024, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the 10th day of June, 2024.

(Corporate Seal) (where applicable)

ATTEST

[Signature]  
Corporate Secretary (where applicable)



Principal K & R Builders, Inc.

Signed: [Signature]

Authorized Representative

Title: President

Address: P.O. Box Box 656

Wheatland, OK 73097

Telephone: 405-745-4558

Statutory Bond No. B-2324-74

Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST:

Surety: Merchants National Bonding, Inc.Signed: Wendy Hollen  
Authorized RepresentativePrinted: Wendy Hollen  
Authorized RepresentativeTitle: Attorney-in-FactPO Box 890300,  
Address: Oklahoma City, OK 73189Telephone: 405-691-0016**CORPORATE ACKNOWLEDGEMENT**STATE OF Oklahoma )  
 ) ss:  
COUNTY OF OKLAHOMA )The foregoing instrument was acknowledge before me this 10 day of June,  
2024, by Gary K. Rohlmeier, President (Name and Title), of  
K&R Builders, Inc.,  
a(n) corporation, on behalf of the corporation.WITNESS my hand and seal this 10 day of June, 2024.Heleni Bow  
Notary Public

My Commission Expires:

12/11/2027**INDIVIDUAL ACKNOWLEDGEMENT**STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ (Name and Title) of \_\_\_\_\_,  
a(n) corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Statutory Bond No. B-2324-74

Page 2 of 3

**PARTNERSHIP ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
 by \_\_\_\_\_ (Name and Title) \_\_\_\_\_  
 (partner/agent) on behalf of \_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public

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

**CITY OF NORMAN**

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 City Attorney

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
 City Clerk

\_\_\_\_\_  
 Mayor

# MERCHANTS

## BONDING COMPANY

### POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Aaron Hart; Cody M McNeill; John D Rogers Jr; Kyle D Reser; Lisa K Sherman; Todd Triplett; Wendy Hollen; William Michael McNeill

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.



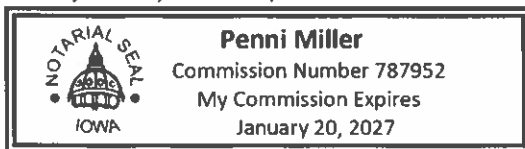
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

*[Signature]*  
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10th day of June 2024.



*William Warner Jr.*  
Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD)  
06/05/2

Item 16.

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).

<b>PRODUCER</b> Insurance Agency of Mid America Inc 10009 S. Penn, Building E P. O. Box 890300 Oklahoma City OK 73189	<b>CONTACT NAME:</b> Brandy Jones <b>PHONE (A/C, No, Ext):</b> (405) 691-0016 <b>FAX (A/C, No):</b> (405) 691-0415 <b>E-MAIL ADDRESS:</b> bjones@midamericainc.com
<b>INSURED</b> K & R Builders Inc P O Box 656 Wheatland OK 73097	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> BITCO General Insurance Corp NAIC # 20095 <b>INSURER B:</b> Horizon Midwest Casualty Co 14401 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 2024/2025 Casualty**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.

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 type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CLP3741047	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Extended Liability \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAP3741048	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Business Auto \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> CLAIMS-MADE			CUP3741049	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	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 <input checked="" type="checkbox"/> Y	N/A		WC300-0003791-2023	07/01/2023	07/01/2024	PER STATUTE 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

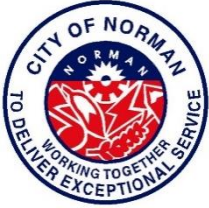
BID 2324-56 60th Ave. NE Bridge Replacement Project, FYE 2024  
When required by written contract or agreement, Certificate Holder is Additional Insured as respects General Liability & Auto Liability. Coverage is subject to the insuring agreements, conditions & exclusions in the policy forms.  
Officer / Owner excluded: Gary L. Rohlmeier

**CERTIFICATE HOLDER**

City of Norman 201 W. Gray St. Norman OK 73069	<b>CANCELLATION</b> 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 
------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**File Attachments for Item:**

17. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDED BID 2425-3 AND CONTRACT K-2425-2:  
BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ELLSWORTH CONSTRUCTION OKC, LLC IN THE AMOUNT OF \$1,191,250.50 FOR THE URBAN CONCRETE PAVEMENT - FYE 2025 LOCATIONS, BID 1-PROJECT, PERFORMANCE BOND B-2425-3; STATUTORY BOND B-2425-4; MAINTENANCE BOND MB-2425-2, AND RESOLUTION R-2425-2 GRANTING TAX-EXEMPT STATUS.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 07/09/2024

**REQUESTER:** Joseph Hill, Streets Program Manager

**PRESENTER:** Scott Sturtz, Interim Director of Public Works

**ITEM TITLE:** CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDED BID 2425-3 AND CONTRACT K-2425-2: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ELLSWORTH CONSTRUCTION OKC, LLC IN THE AMOUNT OF \$1,191,250.50 FOR THE URBAN CONCRETE PAVEMENT - FYE 2025 LOCATIONS, BID 1-PROJECT, PERFORMANCE BOND B-2425-3; STATUTORY BOND B-2425-4; MAINTENANCE BOND MB-2425-2, AND RESOLUTION R-2425-2 GRANTING TAX-EXEMPT STATUS.

### BACKGROUND:

On Tuesday, April 6, 2021, Norman residents voted to approve the issuance of \$27 million in bonds to fund the resurfacing, rehabilitation and reconstruction of neighborhood streets as part of a 5-year, 5-category program. The five categories include (1) Asphalt Pavement Street Rehabilitation, (2) Urban Concrete Street Rehabilitation, (3) Urban Road Reconstruction, (4) Rural Road Rehabilitation, and (5) Preventive Maintenance. The FYE 2025 urban concrete street rehabilitation locations were bid out in two separate bid packages.

The project includes select panel replacement in existing concrete streets. Curb replacement and ADA curb ramp improvements will be completed as necessary. The project covers approximately 2.3 miles of city streets.

### DISCUSSION:

The project was publically advertised on May 16, 23, and 30, 2024. Four contractors attended a pre-bid conference on May 30, 2024. Eight bids were submitted and opened on June 13, 2024.



### Tabulation of Bid Results

Contractor	Total
Arroyo's Concrete LLC	\$1,351,215.00
Parathon Construction	\$1,540,245.00
SAC Services Inc.	\$1,629,104.75
Ellsworth Construction OKC LLC	\$1,191,250.50
Silver Star Construction	\$1,531,000.00
Nash Construction Co	\$1,299,150.00
EMC Services LLC	\$1,371,570.00
Rudy Construction Co	\$1,474,935.00
Engineer's Estimate	\$1,272,035.40

The low bid was submitted by Ellsworth Construction OKC, LLC of Oklahoma City in the amount of \$1,191,250.50 which is \$80,784.90, or 6.4%, less than the engineer's estimate. Ellsworth Construction OKC, LLC is a responsible bidder. They have successfully performed similar work for the City of Norman in the past.

This project will be funded as follows:

Project	Number and Account	Amount
Westfield Manor Addition	BP0625 ACCT#505093393-46101	\$172,250.00
Westwood Estates 1	BP0626 ACCT#505093393-46101	\$278,200.50
Westwood Estates 2	BP0630 ACCT#505093393-46101	\$648,200.00
Brookhaven Addition	BP0627 ACCT#505093393-46101	\$92,600.00
<b>Total:</b>		<b>\$1,191,250.50</b>

If approved, construction of the Street Maintenance Bond Program –Urban Concrete Pavement - FYE 2025 Locations, Bid 1 Project will begin on or around August 14, 2024. The construction time for this project is 240 days with an estimated completion in April 2025 plus weather days.

#### RECOMMENDATION 1:

Staff recommends the approval of Contract K-2425-2 with Ellsworth Construction OKC, LLC in the amount of \$1,191,250.50 for construction of the Street Maintenance Bond Program –Urban Concrete Pavement - FYE 2025 Locations, Bid 1 Project.

#### RECOMMENDATION 2:

Staff further recommends that, upon approval of Contract K-2425-2, the following bonds be approved:

Performance Bond B-2425-3

Statutory Bond B-2425-4  
Maintenance Bond MB-2425-2

**RECOMMENDATION 3:**

Staff further recommends that, upon approval of Contract K-2415-2, Ellsworth Construction OKC, LLC be authorized as Project Agent via Resolution R-2425-2 to avoid the payment of sales tax on the purchase of materials related to the project.

## C O N T R A C T

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Ellsworth Construction OKC, LLC D.B.A. A-Tech Paving as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

### W I T N E S S E T H

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Notice to Bidders to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following projects:

#### **BID 2425-3 STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE PAVEMENT, FYE 2025 LOCATIONS, BID 1**

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the CITY in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit:

(WRITTEN) One Million One Hundred Ninety One Thousand Two Hundred Fifty Dollars and Fifty Cents (DOLLARS);

(NUMERALS) (\$ \$1,191,250.50 ) .

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

1) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: The Bid Notice published in the Norman Transcript, the Notice to Bidders, Instructions to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

Contract No. K-2425-2  
Page 1 of 4

2) The CITY shall make payments as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT unit prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 62, Section 310.9.

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations, said official shall make his final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainages) will be approved and paid.

3) It is further agreed that the CONTRACTOR will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously. Any suspension of work must be approved by the engineer or the engineer's representative. The contract period is as follows:

**STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE PAVEMENT, BID 1**

a. 240 Calendar Days

1. 240 Calendar Days does not include weather days

i) Weather days to be determined by the engineer or streets program manager

4) That the CITY shall pay the CONTRACTOR for the work performed as follows:

a. Payment for unit price items shall be at the unit price bid for actual construction quantities.

b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt rise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

And that the CONTRACTOR'S bid is hereby made a part of this Agreement.

5) Retainage shall be 5%, except where otherwise provided by applicable law.

6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

Contract No. K-2425-2

Page 2 of 4

7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefore at the unit price and as agreed to by both parties in the execution of the Change Order.

8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind, and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the CITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay liquidated damages, as stipulated in the contract document and the General Conditions included in the City of Norman Standard Specifications and Construction Drawings, for each calendar day thereafter.

10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project. The CONTRACTOR shall provide written documentation from the Maintenance Bond Company that all work, including Change Orders, is covered by the Maintenance Bond before final acceptance of the project.

11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.


12) To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any way to restrict the freedom of the third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

13) The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

STATE OF Oklahoma )  
COUNTY OF Oklahoma ) ss:

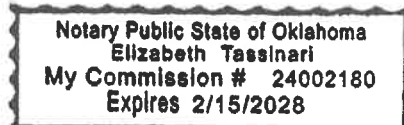
**Tim Lunday**

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the CITY. Affiant further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the CITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

  
Contractor

Contract No. K-2425-2  
Page 3 of 4

Subscribed and sworn to before me this 26th day of June, 2024.



Elizabeth Tassinari  
Notary Public

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal) (where applicable)

ATTEST:

Authorized Representative

Shelby Lee  
Corporate Secretary (where applicable)

Principal

Signed: Jim L. Day

Title: President

Address 500 N Vickie Dr, Oklahoma City, OK 73117

Telephone: 405-418-4741

CITY OF NORMAN:

Approved as to form and legality this 5 day of July, 2024.

Elizabeth Luckala  
City Attorney

Approved by the Council of the City of Norman, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Contract No. K-2425-2  
Page 4 of 4

**CONTRACT AFFIDAVIT**

STATE OF Oklahoma )  
COUNTY OF Oklahoma ) ss:

**Tim Lunday**, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of Ellsworth Construction OKC, LLC D.B.A. A-Tech Paving to submit the above Contract to the City of Norman, Oklahoma.

Affiant further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

*Tim Lunday*  
Contractor

Subscribed and sworn to before me this 26th day of June, 2024.

*Elizabeth Tassinari*  
Notary Public

My Commission Expires:  
February 15, 2028



## CITY OF NORMAN

## MAINTENANCE BOND 5601125

Know all men by these presents that Ellsworth Construction OKC, LLC dba A-Tech Paving, as Principal, and Great American Insurance Company, a corporation organized under the laws of the State of Ohio, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of One Million One Hundred Ninety One Thousand Two Hundred Fifty and 50/100 DOLLARS (\$ 1,191,250.50), such sum being equal to the contract price and being in force for a period of one year from the date of the acceptance of the below described improvements by the City Council, and thereafter for the sum of One Hundred Seventy Eight Thousand Six Hundred Eighty Seven and 65/100 DOLLARS (\$ 178,687.65), such sum being not less than fifteen percent (15%) of the total contract price of said improvements for a period of four years thereafter, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best bidder on the following project:

**BID 2425-3 STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE  
PAVEMENT, FYE 2025 LOCATIONS, BID 1**

has entered into a written CONTRACT (K-2425-2) with the CITY OF NORMAN, dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

WHEREAS, under the ordinances of the CITY the PRINCIPAL is required to furnish to the CITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY or expense to the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of five (5) years from the date of the written final acceptance by the CITY, then this obligation shall be null and void. The amount of the Maintenance Bond shall be 100 % of the contract amount. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

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

Maintenance Bond No. MB-2425-2  
Page 1 of 3



IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 26 day of June, 2024, and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the 26 day of June, 2024.

(Corporate Seal) (where applicable)

ATTEST:

Shelby Nees

Corporate Secretary (where applicable)

(Corporate Seal) (where applicable)

ATTEST:



Ellsworth Construction OKC, LLC dba A-Tech Paving

Principal

Signed: Tim Lunday

Title: Authorized Representative

Title: President

Address: 500 N Vickie Dr

Oklahoma City, OK 73117

Telephone: 405-418-4741

Surety: Great American Insurance Company

Signed: Dayna Harjo

Authorized Representative

Printed: Dayna Harjo

Authorized Representative

Title: Attorney-in-fact

Address: 10425 S 82nd E Ave, Suite 110, Tulsa, OK 74133

Telephone: 918-999-9120

**CORPORATE ACKNOWLEDGEMENT**

STATE OF Oklahoma )

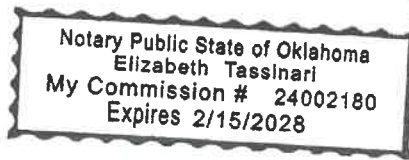
COUNTY OF Oklahoma ) ss:

The foregoing instrument was acknowledge before me this 26<sup>th</sup> day of June, 2024, by Tim Lunday, President (Name and Title), of Ellsworth Construction OKC, LLC dba A-Tech Paving a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 26<sup>th</sup> day of June, 2024

My Commission Expires:

Feb. 15, 2028



Elizabeth Tassinari  
Notary Public

Maintenance Bond No. MB-2425-2

Page 2 of 3

**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_ (Name and Title) of \_\_\_\_\_,  
 a(n) corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public

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

**PARTNERSHIP ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_ (Name and Title) \_\_\_\_\_ (partner/agent)  
 on behalf of \_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public

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

**CITY OF NORMAN**

Approved as to form and legality this 5 day of July, 2024.

Christobeth Luckala  
 City Attorney

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
 City Clerk

\_\_\_\_\_  
 Mayor

Maintenance Bond No. MB-2425-2  
 Page 3 of 3

**PERFORMANCE BOND** 5601125

Know all men by these presents, that Ellsworth Construction OKC, LLC dba A-Tech Paving as PRINCIPAL, and Great American Insurance Company Corporation organized under the laws of the State of Ohio and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of One Million One Hundred Ninety One Thousand Two Hundred Fifty and 50/100 DOLLARS, (\$ 1,191,250.50), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

**BID 2425-3 STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE  
PAVEMENT, FYE 2025 LOCATIONS, BID 1**

has entered into a written CONTRACT (K-2425-2) with THE CITY OF NORMAN, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by said CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the CITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect.

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

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), and the 26th day of June, 2024 and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the day of June 26th, 2024.

Performance Bond No. B-2425-3  
Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST:

Shelby Mees

(Corporate Secretary (where applicable))



(Corporate Seal) (where applicable)

ATTEST:

Cynthia M



Principal Ellsworth Construction OKC, LLC dba A-Tech Paving

Signed: Tim Lund

Authorized Representative

Title: President

Address: 500 N Vickie Dr  
Oklahoma City, OK 73117

Telephone: 405-418-4741

Surety: Great American Insurance Company

Signed: Dayna Harjo

Authorized Representative

Printed: Dayna Harjo

Authorized Representative

Title: Attorney-in-fact

Address: 10425 S 82nd E Ave, Suite 110, Tulsa, OK 74133

Telephone: 918-999-9120

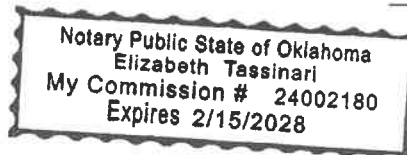
### CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma )  
 ) ss:  
COUNTY OF Oklahoma )

The foregoing instrument was acknowledge before me this 26<sup>th</sup> day of June, 2024, by Tim Lund, President (Name and Title), of Ellsworth Construction OKC LLC, a(n) corporation, on behalf of the corporation. DBA A-Tech

WITNESS my hand and seal this 26<sup>th</sup> day of June, 2024.

My Commission Expires: Feb. 15, 2028



Elizabeth Tassinari  
Notary Public

Performance Bond No. B-2425-3  
Page 2 of 3

**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
 by \_\_\_\_\_ (Name and Title) of \_\_\_\_\_,  
 a(n) corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 Notary Public

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

**PARTNERSHIP ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
 by \_\_\_\_\_ (Name and Title) \_\_\_\_\_  
 (partner/agent) on behalf of \_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 Notary Public

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

**CITY OF NORMAN**

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 City Attorney

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
 City Clerk

\_\_\_\_\_  
 Mayor

Performance Bond No. B-2425-3  
 Page 3 of 3

**STATUTORY BOND** 5601125

Know all men by these presents that Ellsworth Construction OKC, LLC dba A-Tech Paving as PRINCIPAL, and Great American Insurance Company, a corporation organized under the laws of the State of Ohio, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of One Million One Hundred Ninety One Thousand Two Hundred Fifty and 50/100 DOLLARS (\$ 1,191,250.50), or the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

**BID 2425-3 STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE PAVEMENT, FYE 2025 LOCATIONS, BID 1**

has entered into a written CONTRACT (K-2425-2) with THE CITY OF NORMAN, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. S2, for the amount so due and unpaid.

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

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 26 day of June, 2024, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the 26<sup>th</sup> day of June, 2024.

(Corporate Seal) (where applicable)

ATTEST

Shelly Peers  
Corporate Secretary (where applicable)

Ellsworth Construction OKC, LLC dba A-Tech Paving

Principal  
Signed: Jim Tuley

Title: President

Address: 500 N VICKIE DR  
OKLAHOMA CITY, OK 73117

Telephone: 405-418-4741

Statutory Bond No. B-2425-4

Page 1 of 3



(Corporate Seal) (where applicable)

ATTEST:



Surety: Great American Insurance Company

Signed: Dayna Harjo  
Authorized Representative

Printed: Dayna Harjo  
Authorized Representative

Title: Attorney-in-fact

Address: 10425 S 82nd E Ave, Suite 110, Tulsa, OK 74133

Telephone: 918-999-9120

**CORPORATE ACKNOWLEDGEMENT**

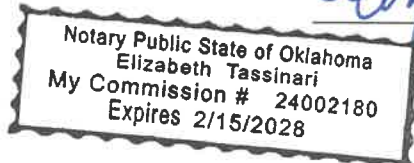
STATE OF Oklahoma )  
 ) ss:  
COUNTY OF Oklahoma )

The foregoing instrument was acknowledge before me this 26<sup>th</sup> day of June, 2024 by Tim Lunday, President (Name and Title), of Ellsworth Construction OKC, LLC dba A-Tech Paving a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 26<sup>th</sup> day of June, 2024

Elizabeth Tassinari  
Notary Public

My Commission Expires: Feb. 15, 2028



**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Name and Title) of \_\_\_\_\_, a(n) corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

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

Statutory Bond No. B-2425-4  
Page 2 of 3

**PARTNERSHIP ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
 by \_\_\_\_\_ (Name and Title) \_\_\_\_\_  
 (partner/agent) on behalf of \_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public

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

**CITY OF NORMAN**

Approved as to form and legality this 5 day of July, 2024.

Disabeth Eluchala  
 City Attorney

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
 City Clerk

\_\_\_\_\_  
 Mayor



**GREAT AMERICAN INSURANCE COMPANY®****Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by  
this power of attorney is not more than **FIVE**

No. 0 21862

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Sandra L. Crain	All of	All
Dayna Harjo	Tulsa, Oklahoma	\$100,000,000
Cindi L. Smith		
William C. Taylor		
Samuel G. Smith		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17th day of June 2024

Attest

GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

*My L C. B.*

*Mark V. Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 17th day of June, 2024, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

24th

day of

June

2024.



Assistant Secretary

*My L C. B.*



STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

Affiant further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

ELLSWORTH CONSTRUCTION OKC  
SIGNATURE AUTHORIZATION LETTER



January 1, 2022  
Ellsworth Construction  
1209 S Frankfort Ave, Suite 400  
Tulsa, Oklahoma 74120

RE: COMPANY SIGNATURE AUTHORIZATION

The individuals below are authorized to sign for all matters relating to Ellsworth Construction OKC dba A-Tech Paving.

COMPANY OFFICERS/MANAGERS/SUPERVISORS/FACILITY SECURITY OFFICERS

Name: Tim Lunday Signature:  Title: President

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Title: \_\_\_\_\_

President, CEO or Executive Director: Nathan Ellsworth CEO

Signature:  Date: Jan 3, 2022

IN WITNESS WHEREOFF, the party herto has executed this authorization.

ATTEST and SEAL:

Rachel Cox

By: Rachel Cox

Title: Office Admin



RACHEL COX  
NOTARY PUBLIC  
State of Oklahoma  
Comm. # 20014828  
My Commission Expires  
December 8, 2024

# Resolution

R-2425-2

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING ELLSWORTH CONSTRUCTION OKC, L.L.C., AS PROJECT AGENT FOR THE URBAN CONCRETE PAVEMENT FYE 2025 LOCATIONS, BID 1 PROJECT FOR THE CITY OF NORMAN.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Ellsworth Construction OKC, L.L.C., for the Urban Concrete Pavement FYE 2025 Locations, Bid 1 Project for the City of Norman; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Ellsworth Construction OKC, L.L.C., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Ellsworth Construction OKC, L.L.C., to purchase materials which are in fact used for select panel replacement in existing concrete streets, curb replacement and ADA curb ramp improvements in specified locations associated with the Urban Concrete Pavement FYE 2025 Locations, Bid 1 Project for the City of Norman; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Ellsworth Construction OKC, L.L.C., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 4. That the City of Norman, Oklahoma, on the 9<sup>th</sup> day of July, 2024, did appoint Ellsworth Construction OKC, L.L.C., who is involved with the Urban Concrete Pavement FYE 2025 Locations, Bid 1 Project an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Urban Concrete Pavement FYE 2025 Locations, Bid 1 Project for the City of Norman.

PASSED AND ADOPTED THIS 9<sup>th</sup> day of July, 2024

\_\_\_\_\_  
Larry Heikkila, Mayor

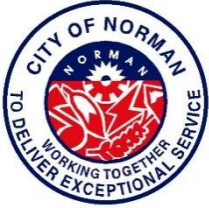
ATTEST:

\_\_\_\_\_  
Brenda Hall, City Clerk



**File Attachments for Item:**

18. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDED BID 2425-4 AND CONTRACT K-2425-3:  
BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ELLSWORTH CONSTRUCTION OKC, L.L.C., IN THE AMOUNT OF \$1,272,530 FOR THE URBAN CONCRETE PAVEMENT - FYE 2025 LOCATIONS, BID 2-PROJECT, PERFORMANCE BOND B-2425-5; STATUTORY BOND B-2425-6; MAINTENANCE BOND MB-2425-3, AND RESOLUTION R-2425-3 GRANTING TAX-EXEMPT STATUS.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 07/09/2024

**REQUESTER:** Joseph Hill, Streets Program Manager

**PRESENTER:** Scott Sturtz, Interim Director of Public Works

**ITEM TITLE:** CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDDING BID 2425-4 AND CONTRACT K-2425-3: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ELLSWORTH CONSTRUCTION OKC, L.L.C., IN THE AMOUNT OF \$1,272,530 FOR THE URBAN CONCRETE PAVEMENT - FYE 2025 LOCATIONS, BID 2-PROJECT, PERFORMANCE BOND B-2425-5; STATUTORY BOND B-2425-6; MAINTENANCE BOND MB-2425-3, AND RESOLUTION R-2425-3 GRANTING TAX-EXEMPT STATUS.

### BACKGROUND:

On Tuesday, April 6, 2021, Norman residents voted to approve the issuance of \$27 million in bonds to fund the resurfacing, rehabilitation and reconstruction of neighborhood streets as part of a 5-year, 5-category program. The five categories include (1) Asphalt Pavement Street Rehabilitation, (2) Urban Concrete Street Rehabilitation, (3) Urban Road Reconstruction, (4) Rural Road Rehabilitation, and (5) Preventive Maintenance. The FYE 2025 urban concrete street rehabilitation locations were bid out in two separate bid packages.

The project includes select panel replacement in existing concrete streets. Curb replacement and ADA curb ramp improvements will be completed as necessary. The project covers approximately 2.8 miles of city streets.

### DISCUSSION:

The project was publically advertised on May 16, 23, and 30, 2024. Four contractors attended a pre-bid conference on May 30, 2024. Eight bids were submitted and opened on June 13, 2024.

## Tabulation of Bid Results

Contractor	Total
Arroyo's Concrete LLC	\$1,410,953.00
Parathon Construction	\$1,628,252.00
SAC Services Inc.	\$1,746,226.00
Ellsworth Construction OKC LLC	\$1,272,530.00
Silver Star Construction	\$1,680,000.00
Nash Construction Co	\$1,390,776.00
EMC Services LLC	\$1,426,697.00
Rudy Construction Co	\$1,567,154.00
Engineer's Estimate	\$1,313,742.09

The low bid was submitted by Ellsworth Construction OKC, LLC of Oklahoma City in the amount of \$1,272,530 which is \$41,212.09, or 3.1%, less than the engineer's estimate. Ellsworth Construction OKC, LLC is a responsible bidder. They have successfully performed similar work for the City of Norman in the past.

This project will be funded as follows:

Project	Number and Account	Amount
Colonial Estates	BP0623 ACCT#505093393-46101	\$92,600
Edgemere Addition 1	BP0624 ACCT#505093393-46101	\$185,200
Edgemere Addition 2	BP0629 ACCT#505093393-46101	\$347,250
Westwood Estates 1	BP0626 ACCT#505093393-46101	\$356,730
Highmeadow Addition	BP0628 ACCT#505093393-46101	\$115,750
Westfield Manor Addition	BP0625 ACCT#505093393-46101	\$175,000
<b>Total:</b>		<b>\$1,272,530</b>

If approved, construction of the Street Maintenance Bond Program –Urban Concrete Pavement - FYE 2025 Locations, Bid 2 Project will begin on or around August 14, 2024. The construction time for this project is 240 days with an estimated completion in April 2025 plus weather days.

### RECOMMENDATION 1:

Staff recommends the approval of Contract K-2425-3 with Ellsworth Construction OKC, LLC in the amount of \$1,272,530 for construction of the Street Maintenance Bond Program –Urban Concrete Pavement - FYE 2025 Locations, Bid 2 Project.

**RECOMMENDATION 2:**

Staff further recommends that, upon approval of Contract K-2425-3, the following bonds be approved:

Performance Bond B-2425-5

Statutory Bond B-2425-6

Maintenance Bond MB-2425-3

**RECOMMENDATION 3:**

Staff further recommends that, upon approval of Contract K-2415-3, Ellsworth Construction OKC, LLC be authorized as Project Agent via Resolution R-2425-3 to avoid the payment of sales tax on materials purchases related to the project.



## C O N T R A C T

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Ellsworth Construction OKC d.b.a. A-Tech Paving as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

### W I T N E S S E T H

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Notice to Bidders to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following projects:

#### **BID 2425-4 STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE PAVEMENT, FYE 2025 LOCATIONS, BID 2**

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the CITY in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit:

(WRITTEN) One Million Two Hundred Seventy Two Thousand Five Hundred Thirty Dollars and No Cents (DOLLARS):

(NUMERALS) (\$ 1,272,530.00 ) .

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

1) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: The Bid Notice published in the Norman Transcript, the Notice to Bidders, Instructions to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

Contract No. K-2425-3  
Page 1 of 4

2) The CITY shall make payments as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT unit prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 62, Section 310.9.

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations, said official shall make his final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainages) will be approved and paid.

3) It is further agreed that the CONTRACTOR will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously. Any suspension of work must be approved by the engineer or the engineer's representative. The contract period is as follows:

**STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE PAVEMENT, BID 2**

a. 240 Calendar Days

1. 240 Calendar Days does not include weather days

i) Weather days to be determined by the engineer or streets program manager

4) That the CITY shall pay the CONTRACTOR for the work performed as follows:

a. Payment for unit price items shall be at the unit price bid for actual construction quantities.

b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt rise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

And that the CONTRACTOR'S bid is hereby made a part of this Agreement.

5) Retainage shall be 5%, except where otherwise provided by applicable law.

6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

Contract No. K-2425-3

Page 2 of 4

7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefore at the unit price and as agreed to by both parties in the execution of the Change Order.

8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind, and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the CITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay liquidated damages, as stipulated in the contract document and the General Conditions included in the City of Norman Standard Specifications and Construction Drawings, for each calendar day thereafter.

10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project. The CONTRACTOR shall provide written documentation from the Maintenance Bond Company that all work, including Change Orders, is covered by the Maintenance Bond before final acceptance of the project.

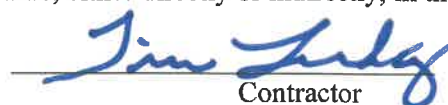
11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

12) To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any way to restrict the freedom of the third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

13) The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

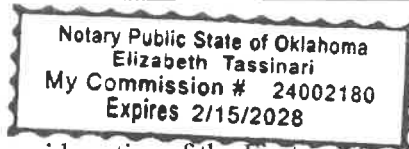
STATE OF Oklahoma )  
 ) ss:  
 COUNTY OF Oklahoma )

Tim Lunday, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the CITY. Affiant further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the CITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

  
 Contractor

Contract No. K-2425-3  
 Page 3 of 4

Subscribed and sworn to before me this 26th day of June, 2024.



Elizabeth Tassinari  
Notary Public

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal) (where applicable)

Principal

ATTEST:

Authorized Representative

Shelly Kees  
Corporate Secretary (where applicable)

Signed: Jim Luby

Title: President

Address 500 N. Vickie Dr. Oklahoma City

Telephone: 405-418-4741

CITY OF NORMAN:

Approved as to form and legality this 5 day of July, 2024.

Elizabeth Chidole  
City Attorney

Approved by the Council of the City of Norman, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Contract No. K-2425-3  
Page 4 of 4

**CONTRACT AFFIDAVIT**

STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA ) ss:

Tim Lunday, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of Ellsworth Construction OKC, LLC d.b.a. A-Tech Paving to submit the above Contract to the City of Norman, Oklahoma.

Affiant further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

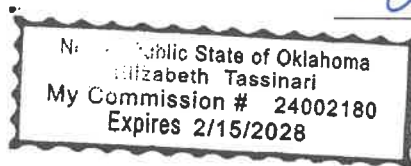
Tim Lunday  
Contractor

Subscribed and sworn to before me this 26th day of June, 2024.

Elizabeth Tassinari  
Notary Public

My Commission Expires:

Feb-15 2028



## CITY OF NORMAN

## MAINTENANCE BOND 5601124

Know all men by these presents that Ellsworth Construction OKC, LLC dba A-Tech Paving, as Principal, and Great American Insurance Company, a corporation organized under the laws of the State of Ohio, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of One Million Two Hundred Seventy Two Thousand Five Hundred Thirty and 00/100 DOLLARS (\$ 1,272,530.00), such sum being equal to the contract price and being in force for a period of one year from the date of the acceptance of the below described improvements by the City Council, and thereafter for the sum of One Hundred Ninety Thousand Eight Hundred Seventy Nine and 50/100 DOLLARS (\$ 190,879.50), such sum being not less than fifteen percent (15%) of the total contract price of said improvements for a period of four years thereafter, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best bidder on the following project:

**BID 2425-4 STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE  
PAVEMENT, FYE 2025 LOCATIONS, BID 2**

has entered into a written CONTRACT (K-2425-3) with the CITY OF NORMAN, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

WHEREAS, under the ordinances of the CITY the PRINCIPAL is required to furnish to the CITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY or expense to the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of five (5) years from the date of the written final acceptance by the CITY, then this obligation shall be null and void. The amount of the Maintenance Bond shall be 100 % of the contract amount. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

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

Maintenance Bond No. MB-2425-3

Page 1 of 3

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 26 day of June, 2024, and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the 26 day of June, 2024

(Corporate Seal) (where applicable)

ATTEST:

Shelby Ness

Corporate Secretary (where applicable)

Ellsworth Construction OKC, LLC dba A-Tech Paving

Principal

Signed: Tim Lunday

Authorized Representative

Title: PRESIDENT

Address: 500 N. VICKIE DR.

OKLAHOMA CITY, OK 73117

Telephone: 405-418-4741

(Corporate Seal) (where applicable)

ATTEST:



Surety: Great American Insurance Company

Signed: Dayna Harjo

Authorized Representative

Printed: Dayna Harjo

Authorized Representative

Title: Attorney-in-fact

Address: 10425 S 82nd E Ave, Suite 110, Tulsa, OK 74133

Telephone: 918-999-9120

### CORPORATE ACKNOWLEDGEMENT

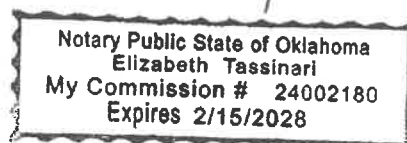
STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF OKLAHOMA )

The foregoing instrument was acknowledge before me this 26TH day of JUNE, 2024 by TIM LUNDAY, PRESIDENT (Name and Title), of ELLSWORTH CONSTRUCTION OKC, LLC a(n) corporation, on behalf of the corporation. d.b.a. A-TECH PAVING

WITNESS my hand and seal this 26TH day of JUNE, 2024.

My Commission Expires:

Feb. 15, 2028



Elizabeth Tassinari  
Notary Public

Maintenance Bond No. MB-2425-3

Page 2 of 3

**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_ (Name and Title) of \_\_\_\_\_,  
 a(n) corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public

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

**PARTNERSHIP ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_ (Name and Title) \_\_\_\_\_ (partner/agent)  
 on behalf of \_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public

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

**CITY OF NORMAN**

Approved as to form and legality this 5 day of July, 2024.

Clisabeth eludeale  
 City Attorney

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
 City Clerk

\_\_\_\_\_  
 Mayor

Maintenance Bond No. MB-2425-3  
 Page 3 of 3



# **PERFORMANCE BOND** 5601124

Know all men by these presents, that Ellsworth Construction OKC, LLC dba A-Tech Paving as PRINCIPAL, and Great American Insurance Company Corporation organized under the laws of the State of Ohio and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of One Million Two Hundred Seventy Two Thousand Five Hundred Thirty and 00/100 DOLLARS, (\$ 1,272,530.00), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

## **BID 2425-4 STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE PAVEMENT, FYE 2025 LOCATIONS, BID 2**

has entered into a written CONTRACT (K-2425-3) with THE CITY OF NORMAN, dated this            day of           , 20   for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by said CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the CITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect.

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

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), and the 26 day of June, 2024 and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the day of June 26, 2024.

Performance Bond No. B-2425-5  
Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST:

Shelby Pees

Corporate Secretary (where applicable)

Ellsworth Construction OKC, LLC dba A-Tech Paving

Principal

Signed: Tim Lunday  
Authorized Representative

Title: PRESIDENT

Address: 500 N. VICKIE DR.

OKLAHOMA CITY, OK 73117

Telephone: 405-418-4741

(Corporate Seal) (where applicable)

ATTEST:



Surety: Great American Insurance Company

Signed: Dayna Harjo  
Authorized Representative

Printed: Dayna Harjo  
Authorized Representative

Title: Attorney-in-fact

Address: 10425 S 82nd E Ave, Suite 110, Tulsa, OK 74133

Telephone: 918-999-9120

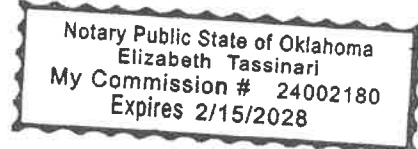
**CORPORATE ACKNOWLEDGEMENT**

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF OKLAHOMA )

The foregoing instrument was acknowledge before me this 26TH day of JUNE, 2024, by TIM LUNDAY, PRESIDENT (Name and Title), of ELLSWORTH CONSTRUCTION OKC, LLC d.b.a. A-TECH PAVING a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 26TH day of JUNE, 2024.

My Commission Expires: FEB. 15, 2028



Elizabeth Tassinari  
Notary Public

Performance Bond No. B-2425-5  
Page 2 of 3

**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
 by \_\_\_\_\_ (Name and Title) of \_\_\_\_\_,  
 a(n) corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 Notary Public

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

**PARTNERSHIP ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
 by \_\_\_\_\_ (Name and Title) \_\_\_\_\_  
 (partner/agent) on behalf of \_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 Notary Public

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

**CITY OF NORMAN**

Approved as to form and legality this 5 day of July, 2024.

Christina Lucke  
 City Attorney

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
 City Clerk

\_\_\_\_\_  
 Mayor

Performance Bond No. B-2425-5  
 Page 3 of 3

**STATUTORY BOND** 5601124

Know all men by these presents that Ellsworth Construction OKC, LLC dba A-Tech Paving as PRINCIPAL, and Great American Insurance Company, a corporation organized under the laws of the State of Ohio, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of One Million Two Hundred Seventy Two Thousand Five Hundred Thirty and 00/100 DOLLARS (\$ 1,272,530.00), or the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

**BID 2425-4 STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE PAVEMENT, FYE 2025 LOCATIONS, BID 2**

has entered into a written CONTRACT (K-2425-3) with THE CITY OF NORMAN, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. S2, for the amount so due and unpaid.

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

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 26 day of June, 2024, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the 26 day of June, 2024.

(Corporate Seal) (where applicable)

ATTEST

Shelly [Signature]  
Corporate Secretary (where applicable)

Ellsworth Construction OKC, LLC dba A-Tech Paving

Principal  
Signed: Jim [Signature]

Authorized Representative

Title: PRESIDENT

Address: 500 N. VICKIE DR.

OKLAHOMA CITY, OK 73117

Telephone: 405-418-4741

Statutory Bond No. B-2425-6

Page 1 of 3

(Corporate Seal) (where applicable)



Surety: Great American Insurance Company

Signed: [Signature]  
Authorized RepresentativePrinted: Dayna Harjo  
Authorized Representative

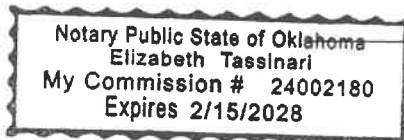
Title: Attorney-in-fact

Address: 10425 S 82nd E Ave, Suite 110, Tulsa, OK 74133

Telephone: 918-999-9120

**CORPORATE ACKNOWLEDGEMENT**STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA ) ss:

The foregoing instrument was acknowledge before me this 26th day of JUNE, 2024, by TIM LUNDAY, PRESIDENT (Name and Title), of ELSWORTH CONSTRUCTION OIL, LLC d.b.a. A-TECH PAVING a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 26th day of JUNE, 2024.My Commission Expires:  
FEB. 15, 2028Elizabeth Tassinari  
Notary Public**INDIVIDUAL ACKNOWLEDGEMENT**STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Name and Title) of \_\_\_\_\_, a(n) corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary PublicMy Commission Expires:  
\_\_\_\_\_Statutory Bond No. B-2425-6  
Page 2 of 3

**PARTNERSHIP ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
 by \_\_\_\_\_ (Name and Title) \_\_\_\_\_  
 (partner/agent) on behalf of \_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public

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

**CITY OF NORMAN**

Approved as to form and legality this 5 day of July, 2024

Elisabeth Nell Walde

City Attorney

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
 City Clerk

\_\_\_\_\_  
 Mayor

Statutory Bond No. B-2425-6

Page 3 of 3



**GREAT AMERICAN INSURANCE COMPANY®****Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by  
this power of attorney is not more than **FIVE**

No. 0 21862

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Sandra L. Crain	All of	All
Dayna Harjo	Tulsa, Oklahoma	\$100,000,000
Cindi L. Smith		
William C. Taylor		
Samuel G. Smith		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17th day of June, 2024.

Attest

GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 17th day of June, 2024,

before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**SUSAN A KOHORST**  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

21st

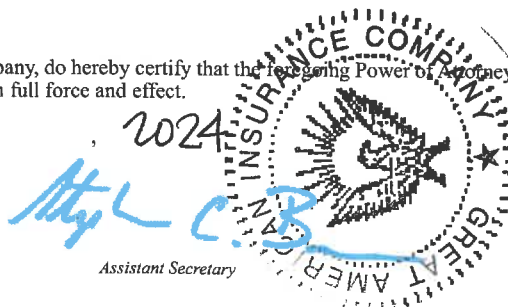
day of

June

2024



Assistant Secretary



ELLSWORTH CONSTRUCTION OKC  
SIGNATURE AUTHORIZATION LETTER



January 1, 2022  
Ellsworth Construction  
1209 S Frankfort Ave, Suite 400  
Tulsa, Oklahoma 74120

RE: COMPANY SIGNATURE AUTHORIZATION

The individuals below are authorized to sign for all matters relating to Ellsworth Construction OKC dba A-Tech Paving.

COMPANY OFFICERS/MANAGERS/SUPERVISORS/FACILITY SECURITY OFFICERS

Name: Tim Lunday Signature:  Title: President

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Title: \_\_\_\_\_

President, CEO or Executive Director: Nathan Ellsworth CEO

Signature:  Date: Jan 3, 2022

IN WITNESS WHEREOFF, the party herto has executed this authorization.

ATTEST and SEAL:

Rachel Cox

By: Rachel Cox

Title: Office Admin



RACHEL COX  
NOTARY PUBLIC  
State of Oklahoma  
Comm. # 20014828  
My Commission Expires  
December 8, 2024



# Resolution

R-2425-3

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING ELLSWORTH CONSTRUCTION OKC, L.L.C., AS PROJECT AGENT FOR THE URBAN CONCRETE PAVEMENT FYE 2025 LOCATIONS, BID 2 PROJECT FOR THE CITY OF NORMAN.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Ellsworth Construction OKC, L.L.C., for the Urban Concrete Pavement FYE 2025 Locations, Bid 2 Project for the City of Norman; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Ellsworth Construction OKC, L.L.C., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Ellsworth Construction OKC, L.L.C., to purchase materials which are in fact used for select panel replacement in existing concrete streets, curb replacement and ADA curb ramp improvements in specified locations associated with the Urban Concrete Pavement FYE 2025 Locations, Bid 2 Project for the City of Norman; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Ellsworth Construction OKC, L.L.C., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 4. That the City of Norman, Oklahoma, on the 9<sup>th</sup> day of July, 2024, did appoint Ellsworth Construction OKC, L.L.C., who is involved with the Urban Concrete Pavement FYE 2025 Locations, Bid 2 Project an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Urban Concrete Pavement FYE 2025 Locations, Bid 2 Project for the City of Norman.

PASSED AND ADOPTED THIS 9<sup>th</sup> day of July, 2024

\_\_\_\_\_  
Larry Heikkila, Mayor

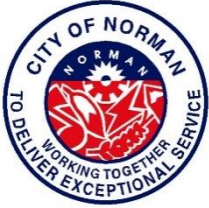
ATTEST:

\_\_\_\_\_  
Brenda Hall, City Clerk



**File Attachments for Item:**

19. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDED BID 2425-5 AND CONTRACT K-2425-4:  
BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND INNOVATIVE ROADWAY SOLUTIONS, L.L.C., IN THE AMOUNT OF \$483,177.50 FOR THE ASPHALT PREVENTIVE MAINTENANCE, FYE 2025 LOCATIONS PROJECT, PERFORMANCE BOND B-2425-7; STATUTORY BOND B-2425-8; MAINTENANCE BOND MB-2425-4, AND RESOLUTION R-2425-4 GRANTING TAX-EXEMPT STATUS AND APPROPRIATION OF CAPITAL BOND FUND BALANCE AS OUTLINED IN THE STAFF REPORT.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 07/09/2024

**REQUESTER:** Joseph Hill, Streets Program Manager

**PRESENTER:** Scott Sturtz, Interim Director of Public Works

**ITEM TITLE:** CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDED BID 2425-5 AND CONTRACT K-2425-4: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND INNOVATIVE ROADWAY SOLUTIONS, L.L.C., IN THE AMOUNT OF \$483,177.50 FOR THE ASPHALT PREVENTIVE MAINTENANCE, FYE 2025 LOCATIONS PROJECT, PERFORMANCE BOND B-2425-7; STATUTORY BOND B-2425-8; MAINTENANCE BOND MB-2425-4, AND RESOLUTION R-2425-4 GRANTING TAX-EXEMPT STATUS AND APPROPRIATION OF CAPITAL BOND FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

### BACKGROUND:

On Tuesday, April 6, 2021, Norman residents voted to approve the issuance of \$27 million in bonds to fund the resurfacing, rehabilitation and reconstruction of neighborhood streets as part of a 5-year, 5-category program. The five categories include (1) Asphalt Pavement Street Rehabilitation, (2) Urban Concrete Street Rehabilitation, (3) Urban Road Reconstruction, (4) Rural Road Rehabilitation, and (5) Preventive Maintenance.

Asphalt preventive maintenance in general consists of a variety of relatively inexpensive methods that extend the life of pavement that is still in fair condition. Extending the life of the existing pavement delays the need for expensive repaving or reconstruction. The City of Norman has utilized crack filling for many years. This project will add another method called a slurry seal. A slurry seal places a thin layer of fine aggregates, polymers, and asphalt emulsion over the entire surface of the pavement sealing it against moisture intrusion and protecting against UV degradation. All of the locations have recently been crack filled in preparation for the slurry seal. The locations are listed in the funding table below.

### DISCUSSION:

The Asphalt Preventive Maintenance, FYE 2025 Locations Project was publically advertised on May 16 and 23, 2024. Two (2) contractors attended a pre-bid conference on May 30, 2024. One (1) bid was submitted and opened on June 13, 2024.

## Tabulation of Bid Results

Contractor	Total
Innovative Roadway Solutions, LLC	\$483,177.50
Engineer's Estimate	\$544,675.00

The low bid was submitted by Innovative Roadway Solutions, LLC of Bullard Texas in the amount of \$483,177.50, which is \$58,497.50, or 10.8% below the Engineer's Estimate. While this is a low number of bids compared to many of our projects, it is a good showing given the specialized nature of the work. Not many contractors do this type of work at this scale. In prior years, the FYE 2024 Asphalt Preventive Maintenance Project received one bid and the FYE 2023 Project had two bids.

Innovative Roadway Solutions, LLC is a responsible bidder. They completed the FYE 2023 and FYE 2024 asphalt preventive maintenance projects and results indicate they performed very well.

Although the bids received were below the engineer's estimate, the project came in over the initial budget set out for locations. There are savings available within the Capital Fund, Street Maintenance Bond fund balance to supplement the initial budget. The below table highlights the necessary transfer of funds totaling \$88,573.50 from Street Maintenance Bond fund balance to the individual projects and details funding of the project.

**FYE 2024 Locations:**

Project	Street Name	Original Budget	Transfer From Account	Transfer Amount	Transfer To Account	Project Funding
BP0636	Carter Ave	\$12,060.00	#50-29000	\$8,948.81	#50-593399-46101	\$21,008.81
BP0637	Kansas St	\$10,272.00	#50-29000	\$5,492.98	#50-593399-46101	\$15,764.98
BP0638	Apache St	\$4,958.00	#50-29000	\$2,100.36	#50-593399-46101	\$7,058.36
BP0639	Symmes St	\$4,896.00	#50-29000	\$2,433.56	#50-593399-46101	\$7,329.56
BP0640	Eufaula St	\$5,000.00	#50-29000	\$2,356.31	#50-593399-46101	\$7,356.31
BP0641	Aniol	\$2,328.00	#50-29000	\$1,035.14	#50-593399-46101	\$3,363.14
BP0642	Cook Ave	\$8,460.00	#50-29000	\$4,431.15	#50-593399-46101	\$12,891.15
BP0643	Rancho Dr	\$4,986.00	#50-29000	\$2,588.93	#50-593399-46101	\$7,574.93
BP0644	Villa Dr	\$5,992.00	#50-29000	\$2,024.32	#50-593399-46101	\$8,016.32
BP0645	Creston Way	\$4,826.00	#50-29000	\$2,048.61	#50-593399-46101	\$6,874.61
BP0646	Tollie Dr	\$2,982.00	#50-29000	\$1,985.81	#50-593399-46101	\$4,967.81
BP0647	Boyd St	\$9,792.00	#50-29000	\$4,685.82	#50-593399-46101	\$14,477.82
BP0648	Boyd St	\$10,136.00	#50-29000	\$4,433.02	#50-593399-46101	\$14,569.02
BP0649	Murphy St	\$18,529.00		\$0.00	#50-593399-46101	\$18,529.00
BP0650	24th Ave SW	\$27,355.00	#50-29000	\$13,679.42	#50-593399-46101	\$41,034.42
BP0651	Rivercross Ct	\$6,026.00	#50-29000	\$1,953.41	#50-593399-46101	\$7,979.41

BP0652	Olde Brook Ct	\$10,508.00	#50-29000	\$2,292.83	#50-593399-46101	\$12,800.65
BP0653	Ladbrook St	\$14,213.00	#50-29000	\$1,513.01	#50-593399-46101	\$15,726.01
BP0654	Laws Dr	\$41,422.00		\$0.00	#50-593399-46101	\$41,422.00
BP0655	Winston Dr	\$2,220.00	#50-29000	\$4,899.89	#50-593399-46101	\$7,119.89
BP0656	Heritage Place Dr	\$31,414.00		\$0.00	#50-593399-46101	\$31,414.00
BP0657	Copperfield Dr	\$21,538.00		\$0.00	#50-593399-46101	\$21,538.00
BP0658	Gallant Way	\$8,375.00		\$0.00	#50-593399-46101	\$8,375.00
BP0659	Northwest Blvd	\$31,727.00	#50-29000	\$1,753.52	#50-593399-46101	\$33,480.52
BP0660	Pinafore Dr	\$28,022.00	50-29000	\$0.00	#50-593399-46101	\$28,022.00
BP0661	Newport Dr	\$9,542.00	#50-29000	\$0.00	#50-593399-46101	\$9,542.00
BP0662	Rhoades Dr	\$4,858.00	#50-29000	\$15,462.90	#50-593399-46101	\$20,320.90
BP0663	Portland St	\$7,138.00	#50-29000	\$161.60	#50-593399-46101	\$7,299.60
BP0664	Independence Dr	\$12,100.00		\$0.00	#50-593399-46101	\$12,100.00
BP0665	Midway Dr	\$15,603.00	#50-29000	\$2,292.10	#50-593399-46101	\$17,895.10
BP0666	Montrose Cir	\$17,326.00		\$0.00	#50-593399-46101	\$17,326.00
Total		\$394,604.00		\$88,573.50		\$483,177.50

If approved, construction of the Street Maintenance Bond Program – Asphalt Preventive Maintenance - FYE 2025 Locations Project will begin in August 2024. The construction time for this project is 100 days with an estimated completion in late December 2024 plus weather days. However, this contractor completed the scope very quickly the past two years. Based on past performance, we anticipate the actual work period will be about one month.

#### **RECOMMENDATION 1:**

Staff recommends the approval of Contract K-2425-4 with Innovative Roadway Solutions, LLC in the amount of \$483,177.50 for construction of the Street Maintenance Bond Program –Asphalt Preventive Maintenance - FYE 2025 Locations Project.

#### **RECOMMENDATION 2:**

Staff further recommends that, upon approval of Contract K-2425-4, the following bonds be approved:

Performance Bond B-2425-7  
Statutory Bond B-2425-8  
Maintenance Bond MB-2425-4

#### **RECOMMENDATION 3:**

Staff further recommends that, upon approval of Contract K-2425-4, Innovative Roadway Solutions, LLC, be authorized as Project Agent via Resolution R-2425-4

**RECOMMENDATION NO. 4:**

Staff requests authorization to appropriate excess street maintenance bonds funds in the amount of \$88,573.50 from Street Maintenance Bond fund balance (Account 50-29000) to Asphalt Preventive Maintenance, Construction (Account 50-593399-461010) as outlined in the staff report.

## C O N T R A C T

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Innovative Roadway Solutions LLC \_\_\_\_\_ as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

## W I T N E S S E T H

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Notice to Bidders to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following projects:

### **BID 2425-5 STREET MAINTENANCE BOND PROGRAM - ASPHALT PREVENTIVE MAINTENANCE, FYE 2025 LOCATIONS**

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the CITY in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit:

(WRITTEN) Four hundred eighty-three, one hundred seventy-seven and 50/100 \_\_\_\_\_ (DOLLARS);

(NUMERALS) (\$ 483,177.50 \_\_\_\_\_).

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

1) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: The Bid Notice published in the Journal Record, the Notice to Bidders, Instructions to Bidders, the Contractor's Bid or Proposal, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

Contract No. K-2425-4  
Page 1 of 4

2) The CITY shall make payments as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 62, Section 310.9.

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations, said official shall make his final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainages) will be approved and paid.

3) It is further agreed that the CONTRACTOR will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously. Any suspension of work must be approved by the engineer or the engineer's representative. The contract period is as follows:

**STREET MAINTENANCE BOND PROGRAM - ASPHALT PREVENTIVE  
MAINTENANCE, FYE 2025 LOCATIONS**

100 Calendar Days

1. 100 Calendar Days does not include weather days

i) Weather days to be determined by the engineer or streets program manager

4) That the CITY shall pay the CONTRACTOR for the work performed as follows:

- a. Payment for unit price items shall be at the unit price bid for actual construction quantities.
- b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities.
- c. Should any defective work or materials be discovered or should a reasonable doubt rise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.
- d. And that the CONTRACTOR'S bid is hereby made a part of this Agreement.

5) Retainage shall be 5%, except where otherwise provided by applicable law.

6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

Contract No. K-2425-4

Page 2 of 4



7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefore at the unit price and as agreed to by both parties in the execution of the Change Order.

8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind, and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the CITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay liquidated damages, as stipulated in the contract document and the General Conditions included in the City of Norman Standard Specifications and Construction Drawings, for each calendar day thereafter.

10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project. The CONTRACTOR shall provide written documentation from the Maintenance Bond Company that all work, including Change Orders, is covered by the Maintenance Bond before final acceptance of the project.

11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

12) To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any way to restrict the freedom of the third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

13) The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

STATE OF Texas )  
Oklahoma ) ss:  
COUNTY OF Smith )

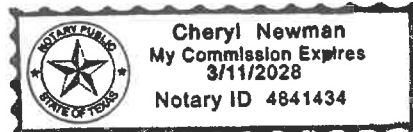
Kevin King of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the CITY. Affiant further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the CITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.



Kevin King  
Kevin King, President Contractor

Contract No. K-2425-4  
Page 3 of 4

Subscribed and sworn to before me this 25th day of June, 2024.



Cheryl Newman  
Notary Public

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the 24th day of June, 2024.

(Corporate Seal) (where applicable)



Innovative Roadway Solutions LLC  
Principal

ATTEST:  
Authorized Representative

[Signature]  
Corporate Secretary (where applicable)

Signed: [Signature]

Title: Kevin King, President

493 Doctor M Roper Parkway N  
Address Bullard, TX 75757

Telephone: (903) 894-4520

CITY OF NORMAN:

Approved as to form and legality this 5 day of July, 2024.

[Signature]  
City Attorney

Approved by the Council of the City of Norman, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Contract No. K-2425-4  
Page 4 of 4



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/21/2024

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).

<b>PRODUCER</b> McGriff Insurance Services, LLC 2000 International Park Drive Suite 600 Birmingham, AL 35243		<b>CONTACT NAME:</b> Martha Lee Hawkins / Ext 9406 <b>PHONE (A/C No, Ext):</b> 1-800-476-2211 <b>E-MAIL ADDRESS:</b> mhawkins@mcgriff.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> Innovative Roadway Solutions, LLC 493 Doctor M. Roper Pkwy N Bullard, TX 75757		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Arch Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 11150	

## COVERAGES

CERTIFICATE NUMBER: 9HTSPTG5

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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"/> PROJECT <input type="checkbox"/> LOC OTHER:		ZAGLB9218907	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" 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		ZACAT9241207	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	ZAWCI9388007 Part I WC excludes ND,OH,WA, WY; Part II EL includes ND,OH,WA, WY	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: BID 2425-5 STREET MAINTENANCE BOND PROGRAM - ASPHALT PREVENTIVE MAINTENANCE, FYE 2025 LOCATIONS

## CERTIFICATE HOLDER

## CANCELLATION

 City of Norman OK  
 225 N. Webster Ave.  
 Norman, OK 73069

AUTHORIZED REPRESENTATIVE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**PERFORMANCE BOND**

Know all men by these presents, that Innovative Roadway Solutions, LLC as PRINCIPAL, and Liberty Mutual Insurance Company Corporation organized under the laws of the State of Massachusetts and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of Four Hundred Eighty Three Thousand One Hundred Seventy Seven and 50/100 DOLLARS, (\$ 483,177.50), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

**BID 2425-5 STREET MAINTENANCE BOND PROGRAM - ASPHALT PREVENTIVE MAINTENANCE, FYE 2025 LOCATIONS**

has entered into a written CONTRACT (K-2425-4) with THE CITY OF NORMAN, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by said CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the CITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

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

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), and the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the day of \_\_\_\_\_, 20\_\_\_\_.

Performance Bond No. B-2425-7  
Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST:



Corporate Secretary (where applicable)

Principal Innovative Roadway Solutions, LLC

Signed: 

Authorized Representative

Title: Kevin King, PresidentAddress: 493 Dr. M. Roper Pkwy. N.Bullard, TX 75757Telephone: (903) 894-4520Surety: Liberty Mutual Insurance CompanySigned: 

Authorized Representative

Printed: Mary T. Flanigan

Authorized Representative

Title: Attorney-in-FactAddress: 175 Berkeley Street  
Boston, MA 02116Telephone: (617) 357-9500

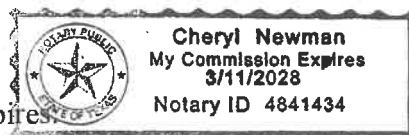
(Corporate Seal) (where applicable)

ATTEST: **CORPORATE ACKNOWLEDGEMENT**STATE OF Texas )  
) ss:  
COUNTY OF Smith )

The foregoing instrument was acknowledge before me this 25 day of June, 2024, by Kevin King, President (Name and Title), of Innovative Roadway Solutions LLC, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 25 day of June, 2024.

My Commission Expires

03/11/28
  
 Notary Public

Performance Bond No. B-2425-7

Page 2 of 3

**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
 by \_\_\_\_\_ (Name and Title) of \_\_\_\_\_,  
 a(n) corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 Notary Public

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

**PARTNERSHIP ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
 by \_\_\_\_\_ (Name and Title) \_\_\_\_\_  
 (partner/agent) on behalf of \_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 Notary Public

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

**CITY OF NORMAN**

Approved as to form and legality this 5 day of July, 2024

*Chaseth Luckala*  
 City Attorney

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
 City Clerk

\_\_\_\_\_  
 Mayor

Performance Bond No. B-2425-7  
 Page 3 of 3



# STATUTORY BOND

Know all men by these presents that Innovative Roadway Solutions, LLC as PRINCIPAL, and Liberty Mutual Insurance Company, a corporation organized under the laws of the State of Massachusetts, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of Four Hundred Eighty Three Thousand One Hundred Seventy Seven and 50/100 DOLLARS (\$ 483,177.50), or the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

## **BID 2425-5 STREET MAINTENANCE BOND PROGRAM - ASPHALT PREVENTIVE MAINTENANCE, FYE 2025 LOCATIONS**

has entered into a written CONTRACT (K-2425-4) with THE CITY OF NORMAN, dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. S2, for the amount so due and unpaid.

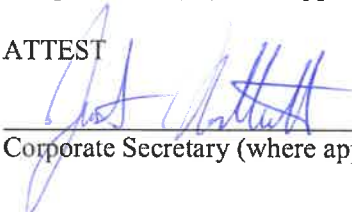
It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURETIES, or any of them, from the obligation of this Bond.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal) (where applicable)

ATTEST

  
Corporate Secretary (where applicable)

Principal Innovative Roadway Solutions, LLC

Signed: 

Authorized Representative

Title: Kevin King, President

Address: 493 Dr. M. Roper Pkwy. N.

Bullard, TX 75757

Telephone: (903) 894-4520

Statutory Bond No. B-2425-8

Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST: [Signature]

Surety: Liberty Mutual Insurance Company

Signed: [Signature]  
Authorized Representative

Printed: Mary T. Flanigan  
Authorized Representative

Title: Attorney-in-Fact

Address: 175 Berkeley Street  
Boston, MA 02116

Telephone: (617) 357-9500

**CORPORATE ACKNOWLEDGEMENT**

STATE OF Texas )  
 ) ss:  
COUNTY OF Smith )

The foregoing instrument was acknowledge before me this 25 day of June, 2024, by Kevin King President (Name and Title), of Innovative Broadway Solutions LLC a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 25 day of June, 2024

My Commission Expires: 03/11/28

[Signature]  
Notary Public

**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Name and Title) of \_\_\_\_\_, a(n) corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
Notary Public

Statutory Bond No. B-2425-8  
Page 2 of 3



**PARTNERSHIP ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
 by \_\_\_\_\_ (Name and Title) \_\_\_\_\_  
 (partner/agent) on behalf of \_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public

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

**CITY OF NORMAN**

Approved as to form and legality this 5 day of July, 2024.

Elizabeth I. I. I.  
 City Attorney

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
 City Clerk

\_\_\_\_\_  
 Mayor

## CITY OF NORMAN

## MAINTENANCE BOND

Know all men by these presents that Innovative Roadway Solutions, LLC, as Principal, and Liberty Mutual Insurance Company, a corporation organized under the laws of the State of Massachusetts, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of Four Hundred Eighty Three Thousand One Hundred Seventy Seven and 50/100 DOLLARS (\$), <sup>\$483,177.50</sup> such sum being equal to the contract price and being in force for a period of one year from the date of the acceptance of the below described improvements by the City Council, and thereafter for the sum of Seventy Two Thousand Four Hundred Seventy Six and 63/100 DOLLARS(\$), <sup>\$72,476.63</sup> such sum being not less than fifteen percent (15%) of the total contract price of said improvements for a period of four (4) years thereafter, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best bidder on the following project:

**BID 2425-5 STREET MAINTENANCE BOND PROGRAM - ASPHALT PREVENTIVE MAINTENANCE, FYE 2025 LOCATIONS**

has entered into a written CONTRACT (K-2425-4) with the CITY OF NORMAN, dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

WHEREAS, under the ordinances of the CITY the PRINCIPAL is required to furnish to the CITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY or expense to the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of five (5) years from the date of the written final acceptance by the CITY, then this obligation shall be null and void. The amount of the Maintenance Bond shall be 100 % of the contract amount. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

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

Maintenance Bond No. MB-2425-4

Page 1 of 3

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal) (where applicable)

ATTEST:

[Signature]

Corporate Secretary (where applicable)



(Corporate Seal) (where applicable)

ATTEST:

[Signature]

Principal Innovative Roadway Solutions, LLC

Signed: [Signature]

Authorized Representative

Title: Kevin King, President

Address: 493 Dr. M. Roper Pkwy. N.

Bullard, TX 75757

Telephone: (903) 894-4520

Surety: Liberty Mutual Insurance Company

Signed: [Signature]

Authorized Representative

Printed: Mary T. Flanigan

Authorized Representative

Title: Attorney-in-Fact

175 Berkeley Street

Address: Boston, MA 02116

Telephone: (617) 357-9500

### CORPORATE ACKNOWLEDGEMENT

STATE OF Texas )

) ss:

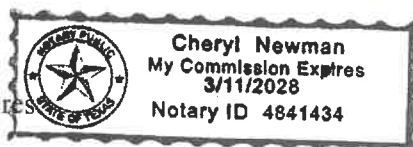
COUNTY OF Smith )

The foregoing instrument was acknowledge before me this 25 day of June, 2024,  
by Kevin King, President (Name and Title), of Innovative Roadway Solutions LLC  
a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 25 day of June, 2024

My Commission Expires

03/11/28



[Signature]  
Notary Public

Maintenance Bond No. MB-2425-4

Page 2 of 3

**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_ (Name and Title) of \_\_\_\_\_,  
 a(n) corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public

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

**PARTNERSHIP ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_ (Name and Title) \_\_\_\_\_ (partner/agent)  
 on behalf of \_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public

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

**CITY OF NORMAN**

Approved as to form and legality this 5 day of July, 2024

Disabeth Elwick  
 City Attorney

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
 City Clerk

\_\_\_\_\_  
 Mayor

Maintenance Bond No. MB-2425-4  
 Page 3 of 3



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Item 19.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8210508 - 674009**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, C. Stephens Griggs, Charles R. Teter, III, Christy M. Braile, Danielle R. Capps, Debra J. Scarborough, Erin C Lavin, Evan D. Sizemore, Hillary D Shepard, Jeffrey C. Carey, Kellie A. Meyer, Kristin D Thurber, Lauren Scott, Mariana Walker, Mary T. Flanigan, Patrick T. Pribyl, Rebecca S. Leal, Tahitia M. Fry, Veronica Lawver

all of the city of Kansas City state of MO 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 Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of July, 2023.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 28th day of July, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American 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 a 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-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are 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 execution of any such instruments and to attach thereto the seal of the Corporation. When so 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.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company 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 Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, 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 of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney 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, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 Companies this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

**CONTRACT AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of \_\_\_\_\_ to submit the above Contract to the City of Norman, Oklahoma.

Affiant further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

\_\_\_\_\_  
 Contractor

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public

My Commission Expires:

\_\_\_\_\_

# Resolution

R-2425-4

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING INNOVATIVE ROADWAY SOLUTIONS, L.L.C., AS PROJECT AGENT FOR THE ASPHALT PREVENTATIVE MAINTENANCE, FYE 2025 LOCATIONS PROJECT FOR THE CITY OF NORMAN.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Innovative Roadway Solutions, L.L.C., for the Asphalt Preventative Maintenance, FYE 2025 Locations Project for the City of Norman; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Innovative Roadway Solutions, L.L.C., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Innovative Roadway Solutions, L.L.C., to purchase materials which are in fact used for the application of the slurry seal associated with the Asphalt Preventative Maintenance, FYE 2025 Locations Project for the City of Norman; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Innovative Roadway Solutions, L.L.C., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 4. That the City of Norman, Oklahoma, on the 9<sup>th</sup> day of July, 2024, did appoint Innovative Roadway Solutions, L.L.C., who is involved with the Asphalt Preventative Maintenance, FYE 2025 Locations Project an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Asphalt Preventative Maintenance, FYE 2025 Locations Project for the City of Norman.

PASSED AND ADOPTED THIS 9<sup>th</sup> day of July, 2024

\_\_\_\_\_  
Larry Heikkila, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Hall, City Clerk



**File Attachments for Item:**

20. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-5 WITH THE OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY, WILDLIFE SERVICES DIVISION AS OUTLINED IN THE STAFF REPORT.





## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 7/09/2024

**REQUESTER:** Jason Murphy, Stormwater Program Manager

**PRESENTER:** Scott Sturtz, Interim Director of Public Works

**TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-5 WITH THE OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY, WILDLIFE SERVICES DIVISION AS OUTLINED IN THE STAFF REPORT.

---

### **BACKGROUND:**

In order to provide for the free flow of streams and stormwater infrastructure in the urban area of Norman, it is necessary to remove aquatic rodents from the environment of these streams periodically. The Oklahoma Department of Agriculture, Food and Forestry (ODAFF), Wildlife Services Division, has a program to provide for the control of these rodents. In addition, ODAFF is the organization that implements proper treatment of these animals. As a result, the City can be assured that the ODAFF officials will proceed with the proper degree of care and respect for the animals that are removed from local urban streams and stormwater infrastructure.

### **DISCUSSION:**

This Cooperative Agreement has been renewed annually for a number of years at the beginning of each fiscal year. If approved, ODAFF personnel will monitor activity and respond to requests from Public Works Department, Stormwater Division staff to remove rodents in areas where problems with flooding of adjacent structures could occur without this intervention. In FYE 2023, \$20,000.00 was expended in order to respond to numerous staff generated requests for service on this Contract from multiple departments, including Parks and Recreation and NUA. Additional calls for service and reports of damage came from all parts of Norman including Brookhaven Creek, Imhoff Creek, Merkle Creek, Bishop Creek, Dave Blue Creek and various culverts and other stormwater infrastructure.

Beginning in FYE 2021, based on discussions between City of Norman staff and ODAFF personnel, an increase in the Cooperative Agreement budget of \$7,500.00 was added. Since this increase, ODAFF has been able to dedicate staff to provide a more concentrated focus on aquatic rodent activity within the City of Norman. We have seen a considerable improvement in the response and management of aquatic rodents. Typical response time has decreased from up to 7 days to response within 24 hours. The operating budget of the Stormwater Division

contains funding for this agreement in Other Professional Services (Account No. 10550222-44099).

**RECOMMENDATION 1:**

Staff recommends approval of Contract No. K-2425-5, between the City of Norman and the Oklahoma Department of Agriculture, Food and Forestry, Wildlife Services Division for control of aquatic rodents.

Reviewed by: Jason Murphy, Stormwater Program Manager  
Shawn O'Leary, Director of Public Works  
Clint Mercer, Chief Accountant  
Anthony Francisco, Director of Finance  
Kathryn Walker, City Attorney  
Darrel Pyle, City Manager

**COOPERATIVE AGREEMENT**  
**OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY**  
**WILDLIFE SERVICES DIVISION**  
**AND**  
**City of Norman**

In accordance with 2 O.S. § 12-1, 29 O.S. § 5-201.1, 5-502, and 63 O.S. § 123.8, the Wildlife Services Division of the Oklahoma Department of Agriculture, Food, and Forestry (ODAFF, WS) located at 2800 N. Lincoln Blvd. P.O. Box 528804, Oklahoma City, Oklahoma 73152-8804, is authorized to conduct and enter into cooperative agreements for wildlife damage management activities and programs in the state to protect agriculture, property, human health and safety and natural resources. This Cooperative Agreement (Agreement) is made to augment the wildlife damage management program in Oklahoma.

Therefore, it is mutually agreed that:

1. The wildlife damage management programs conducted under the terms of this Agreement shall be conducted by ODAFF, WS, or employees of the U.S. Department of Agriculture, Wildlife Services as defined in 2 O.S. § 12-1. These same entities shall determine the appropriate salaries, employee expenses, plans and procedures necessary to best serve the interests of the parties hereto.
2. The Cooperator shall provide funds as outlined in the supplement to this cooperative agreement
3. The Wildlife Services Division Director or designee shall certify the correctness of all claims paid by any party to this Agreement and shall perform such other administrative functions as are agreed upon provided that no funds of the cooperator will be collected or disbursed by any employee working under the terms of this agreement, or transferred to any such employee except in payment for salaries and expenses in accordance with the plans and procedures formulated and agreed to under paragraph 1, above.
4. Nothing in this Agreement shall prohibit or prevent ODAFF, WS or the cooperator from entering into cooperative agreements with other entities.
5. The parties mutually agree to comply with 43CFR 17 of the provisions of Title VI of the Civil Rights Act of 1964 (78 U.S.C. § 252).
6. All captured wildlife, wildlife parts, or naturally occurring part or product relating to their life history, including but not limited to eggs, nest, or other items ancillary to the wildlife species, shall be property of the cooperative Oklahoma Wildlife Services Program.
7. This Agreement and any continuation thereof shall be contingent upon availability of appropriated or cooperative funds. It is understood and agreed that any monies allocated for the purpose of this Agreement shall be expended in accordance with its terms and in the manner prescribed by the fiscal rules and regulations and administrative policies of the

agency making the funds available. No provision of this agreement shall be interpreted to require the obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341 or any other applicable provision of law.

DURATION:

This Agreement shall be valid and in effect only after it is signed and dated, and shall not be valid July 1, 2024 through June 30, 2025.

TERMINATION AND AMENDMENTS:

This Agreement may be modified by mutually acceptable written amendments, and an addendum shall be duly executed by ODAFF and the Cooperator. Either party may request termination of this Agreement upon thirty (30) days written notice to the other party.

COMPLIANCE :

This Agreement is made expressly subject to applicable law and is to be construed in a manner consistent with applicable laws and regulations. The Parties expressly agree to comply with all of the laws of the United States, the State of Oklahoma and any political subdivision where any portion of the Agreement is to be performed, including all statutes, rules, or regulations now existing or that may be promulgated in the future including, but not limited to, the Occupational Safety and Health Act and the Fair Labor Standards Act. The parties shall comply with all local, state, and federal laws regulating employment practices, including those prohibiting discrimination based on sex, race, religion, creed, color, ethnic background, age, and disabilities. Acceptance of this Agreement constitutes awareness of and compliance with the requirements of the aforementioned laws and the Americans with Disabilities Act.

The parties certify that they and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify)

SEVERABILITY:

If any provision of this Agreement is found to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement or any renewal or extension of this Agreement, then it is the intention of the undersigned parties that the remainder of this Agreement that is not found to be illegal, invalid, or unenforceable shall remain in full force and effect.

SEVEN YEAR RECORD RETENTION POLICY

Cooperator agrees to retain all necessary records, books, and any other reasonably necessary documentation relating to the nature, time, and scope of the Agreement, regardless of form, for a period of seven (7) years following completion or termination of the Agreement. If an audit, litigation, or other action involving the records is commenced before the end of the seven (7) year retention period, the records shall be maintained for three (3) years from the date that all issues arising out of the action are resolved.

ADDITIONAL TERMS AND CONDITIONS:

Any and all tort claims by the Cooperator against WS shall be governed by the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq.



STATEMENT OF WORK AND REIMBURSEMENT:

The Cooperator agrees to provide funds in the amount of Twenty Thousand Dollars (\$20,000.00) BILLES IN Five Thousand Dollar (\$5,000.00) increments to be paid quarterly as their contribution to ODAFF, WS for the period to be utilized for the purpose outlined below:

ODAFF WS will conduct wildlife damage management for the City of Norman through a variety of wildlife damage management abatement methods and techniques to help aid in the reduction of lost resources and the protection of human health and safety.

The ODAFF WS agrees to furnish supervision of the project and terms as outlined in the Cooperative Agreement.

Points of contact for the administration of this support agreement are as follows:

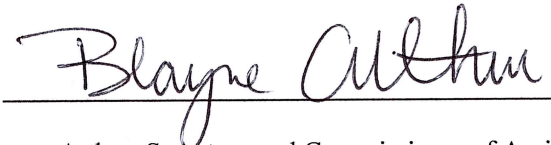
- a. City of Norman, PO Box 370, Norman, OK 73070, 405/329-2524 ext 2,  
[kimberly.freeman@normanok.gov](mailto:kimberly.freeman@normanok.gov); [jason.murphy@normanok.gov](mailto:jason.murphy@normanok.gov)
- b. Acting State Director Wildlife Services, Oklahoma Department of Agriculture, 2800 N Lincoln Blvd, Oklahoma City, OK 73105, (405) 521-4039

**AGREED AND EFFECTIVE** as of the date of the latter signature below.

Date \_\_\_\_\_, 20\_\_\_\_ Cooperator Representative

\_\_\_\_\_

Date 5-13, 2024 Oklahoma Department of Agriculture, Food, and Forestry



Blayne Arthur, Secretary and Commissioner of Agriculture/Designee

**File Attachments for Item:**

21. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-12: CERTIFIED LOCAL GOVERNMENTS GRANT FUNDING IN THE AMOUNT OF \$18,375 TO BE USED FOR THE DEVELOPMENT AND SUPPORT OF LOCAL HISTORIC PROGRAMS, APPROVAL OF CONTRACT K-2425-12 WITH THE OKLAHOMA HISTORICAL SOCIETY, STATE HISTORIC PRESERVATION OFFICE AND APPROPRIATION OF SPECIAL GRANT FUND BALANCE.



## CITY OF NORMAN, OK STAFF REPORT

---

**MEETING DATE:** 07/09/2024

**REQUESTER:** Anais Starr, Planner II, Historic Preservation Officer

**PRESENTER:** Jane Hudson, Director of Planning

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-12: CERTIFIED LOCAL GOVERNMENTS GRANT FUNDING IN THE AMOUNT OF \$18,375 TO BE USED FOR THE DEVELOPMENT AND SUPPORT OF LOCAL HISTORIC PROGRAMS, APPROVAL OF CONTRACT K-2425-12 WITH THE OKLAHOMA HISTORICAL SOCIETY, STATE HISTORIC PRESERVATION OFFICE AND APPROPRIATION OF SPECIAL GRANT FUND BALANCE.

---

### **BACKGROUND:**

On April 14, 1998, Council approved Contract K-9798-108 with the State Historic Preservation Office (SHPO), making Norman a member city in the Certified Local Governments (CLG) Program. The CLG Program is part of the U.S. Department of the Interior's national program for development and support of local historic preservation programs. Since its initial participation in 1999, the City of Norman has received an approximate annual average allocation of \$15,000 in CLG grant funds. In the 25 years that the City has participated in the CLG program, the City has received over \$300,000 in funding. In February, SHPO notified the City of Norman that the City was eligible to apply for \$18,375 in CLG funding for the 2024-2025 program year.

Designation as a CLG city recognizes Norman's historic preservation efforts and entitles the City to apply for a portion of the education/outreach funding set aside by the SHPO out of each year's budget. Funding is intended for historic research, public education and outreach programs. Over the past 25 years, Norman's CLG funding has created historic preservation educational materials, conducted historic architectural surveys, hosted free hands-on historic home repair workshops and provided training for staff and Historic District Commission Members.

### **DISCUSSION:**

In conversations with the State Historic Preservation Office and the Historic District Commission, City Staff has developed proposed projects for 2024-2025 CLG funds. With Historic District Commission approval, staff prepared a funding application that includes project descriptions and a budget showing \$18,375 in proposed expenditures of CLG funds and documentation of

matching funds. On March 4, 2024 the Historic District Commission recommended approval of the CLG Grant Application projects described below.

The attached CLG application contains proposed historic preservation projects for the fiscal year 2024-2025 (FY 24-25) Program for consideration by City Council and the State Historic Preservation Office.

The CLG Program requires a 60/40 in-kind match. In order to receive \$18,375 in CLG grant funds, the City must document a minimum of \$12,250 in matching funds or in-kind contributions of staff time. Typically, matching funds are primarily derived by in-kind contributions of staff time and by the annual \$2,160 (account 10440380-44003) allocation from the City of Norman General Fund.

## **CLG 2024-2025 PROJECTS AND BUDGET:**

### **PROJECT 1: Educational Training - \$3,000**

Training in the form of attendance at an annual preservation/planning conference is strongly encouraged by SHPO for staff and commissioners of all CLG participant cities. Usually staff/Commission attend a national or regional one, two or three-day conference. Staff is anticipating an in-person conference attendance in 2024-2025. A total budget of \$3,000 includes registration fees and, if needed, travel expenses and lodging.

### **PROJECT 2: Memberships Dues for NAPC - \$150**

Membership dues for Historic District Commissioners and staff to the National Alliance of Preservation Commission. Total budget of \$150 would provide membership for all Commissioners and staff.

### **PROJECT 3: Maintenance of Historic Tour Mobile App - \$1,725**

This project is the maintenance fee associated with the historic tour mobile app for the Historic Norman mobile tour available through the STQRY app which was developed last year. The Historic Norman mobile tour is comprised of twenty-three historic structures, sixteen of which are listed in the National Register of Historic Places located in downtown Norman and the OU campus area. Now that the mobile tour app is established, the mobile app contractor, STQRY, requires an annual maintenance fee to continue hosting the historic app. A total budget of \$1,725 is proposed for this project.

### **PROJECT 4: Development of Southridge Historic Walking Tour Mobile App - \$1,500**

This project will develop a historic tour mobile app of the structures in the Southridge Historic District that are listed in the National Register of Historic Places. Staff will provide the historical information regarding the structures to the current contractor, STQRY, to develop and launch this additional mobile tour app. The \$1,500 covers the anticipated expense of contracting with STQRY to execute the Southridge Historic mobile tour app. A total budget of \$1,500 is proposed for this project.

### **PROJECT 5: National Alliance of Preservation Commissions (NAPC) Workshop - \$8,500**

This project will offer two virtual Commission Assistance and Mentoring Program (CAMP) workshops, offered by the NAPC, for staff and Commissioners. Staff anticipates a four-topic CAMP covering the essentials of Preservation Commissions in the fall and a two-topic in-person



CAMP regarding Disaster Recovery in the spring. The four-topic CAMP Essential is anticipated to cost \$4,500 while the two-topic CAMP Disaster Recovery anticipated to cost \$3,500. An allocation of \$500 in funds is being requested to address any software or hardware needs during these training sessions. A total budget of \$8,500 is proposed for these two training workshops.

**PROJECT 6: Educational Postcard - \$1,800**

Educational postcards will be mailed at least bi-annually to each property owner in the three Historic Districts. The postcards will remind property owners that they live in a city-designated Historic District Overlay, which requires that exterior modifications and repairs adhere to Historic District Ordinance and Preservation Guidelines. The educational postcards provide an opportunity to pass along any current information that impacts the Historic Districts, such as available workshops. QR codes and website links to the Historic Preservation webpage will be included on the postcards along with staff contact information. A total budget of \$1,800 would cover the cost of designing, mailing and printing for this project.

**Project 7: Printing of Historic Norman Coloring Book - \$1,700**

The Historic Norman Coloring Books will be re-printed to allow for distribution by Visit Norman, Parks Department, The Depot, Moore-Lindsay House Museum and other public sites. A total budget of \$1,700 would cover the cost of printing for this project.

**TOTAL BUDGET OF CLG FUNDS - \$18,375**

**RECOMMENDATION:**

Staff reviewed the attached contract with the Oklahoma Historical Society, State Historic Preservation Office, and recommends that Council approve Contract K-2425-12 and appropriate \$18,375 from the Special Revenue Fund Balance (account 22 – 29000) into the accounts shown below, and accept the grant funds when reimbursed to be recorded in the SHPO/CLG Special Revenue account (224-331326). Staff recommends Council approve the contract in this amount. Applicable accounts have been established in the Special Revenue Fund, for purposes of this grant:

Consultant, Other (22440146-44009) - \$11,225  
 Travel/Training (22440146-44604) - \$3,000  
 Postage (22440146-44701) - \$1,000  
 Printing (22440146-44821) - \$2,500  
 Supplies (22440146-43001) - \$500  
 Membership Dues (22440146-44601) - \$150

**OKLAHOMA HISTORICAL SOCIETY  
SUBGRANT AGREEMENT**

Project Number 24-612

**Certified Local Governments Program**

**City of Norman**

P.O. Box 370, Norman, OK 73070

Phone: (405) 366-5392

**Contact Person:** Anais Starr

**FEI #:** 73-6005350

**PURPOSE AND CONDITIONS**

In consideration of a Historic Preservation Fund Matching grant-in-aid, administered by the Oklahoma Historical Society, State Historic Preservation Office (hereinafter referred to as OKSHPO), the **City of Norman** (hereinafter referred to as the Subgrantee) shall carry out the City of Norman's Certified Local Governments Program described in detail in attachment B, a legally binding part of this document.

The OKSHPO shall provide a matching grant-in-aid in the amount of: \$ 18,375

The Subgrantee shall provide the nonfederal matching share an amount not less than: \$ 12,250

The Subgrantee shall adhere to the terms, conditions, standards, and guidelines set forth in **Attachments A and B**, both legally binding parts of this agreement.

In witness whereof, the OKSHPO and the Subgrantee have caused this agreement and all attachments to be in effect on July 1, 2024, and to remain in effect until June 30, 2025.

**OKLAHOMA HISTORICAL SOCIETY**

**SUBGRANTEE**  
**City of Norman**

\_\_\_\_\_  
Trait Thompson  
Executive Director

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Project Number

24-612

In consideration of a Historic Preservation Fund matching grant-in-aid, administered by the Oklahoma Historical Society/State Historic Preservation Office (hereafter known as OK/SHPO), the Subgrantee hereby accepts the following stipulations and conditions with respect to the use and administration of these funds to conduct the project work.

1. Provisions

The OK/SHPO and the Subgrantee, in consideration of the mutual covenants and stipulations set about below, agree as follows:

- A. Provide accurate, current, and complete disclosure of the financial results of the project.
- B. Maintain records that fully identify the source and application of funds for the grant-supported activity.
- C. Ensure effective control and accountability for all funds, property, and assets. Subgrantee will adequately safeguard all such assets and will assure they are used solely for purposes authorized by this agreement.
- D. Provide compensation of actual outlays with budgeted amounts for the subgrant. Financial information must be directly related to performance and unit cost information.
- E. Maintain records demonstrating the reasonableness, allowability, and allocability of costs in accordance with the provisions of the applicable cost principles and the terms of the subgrant.

AUDIT AND RECORDS: (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, electronic form, or in any other form. In accepting any contract with the State of Oklahoma, the Subgrantee agrees any pertinent state and federal agency will have the

right to examine and audit all records relevant to the execution of the resultant contract. (b) The Subgrantee is required to retain all records relative to this contract for the duration of the contract term and for a period of seven (7) years following completion and/or termination of the contract, or until an acceptable audit has been performed and all claims and audit findings involving the records have been resolved. The seven (7) year retention period starts from the date of the submission of the final expenditure report to the OK/SHPO. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for seven (7) years from the date that all issues arising out of the action are resolved or until the end of the seven (7) year retention period, whichever is later.

- F. Maintain accounting records supported by source documentation.
- G. Conduct all project work in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* as set forth in Attachment B.
- H. Provide the OK/SHPO with a complete final project report, prepared in accordance with the OK/SHPO's guidelines and the Project Schedule set forth in Attachment B. Twenty percent (20%) of the federal funds will be withheld until this document is approved by the OK/SHPO.

## 2. Equal Opportunity

During the performance of this project, the Subgrantee agrees as follows:

- A. The Subgrantee will adhere to the acts prohibiting discrimination including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended. These acts prohibit discrimination on the basis of race, color, national origin, disability, or age. The Subgrantee will take affirmative steps to ensure the applicants are employed and that employees are treated during employment without regard to race, color, national origin, disability, or age. Such action will include, but not be limited to, the following: employment; recruitment or recruitment advertising;

layoff or termination; and rates of pay or other forms of compensation. The Subgrantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the requirements of these nondiscrimination provisions.

- B. The Subgrantee will state in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee that all otherwise qualified applicants receive consideration for employment without regard to race, color, national origin, disability, or age.
- C. In the event of the Subgrantee's noncompliance with equal opportunity conditions or with any such rules, regulations, or orders, this agreement may be canceled, terminated, or suspended, in whole or in part, and the Subgrantee may be declared ineligible for further government contracts or federally assisted contracts in accordance with procedures authorized in Executive Order No. 11246. Other sanctions may be imposed and remedies invoked as provided in the Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

### 3. Documentation of Donated Services

All donated services claimed as nonfederal matching share must be substantiated by time cards or records that are signed by both the donor and their supervisor as is required for all other employees. Such records must show the actual hours worked and the specific duties performed. The records should also indicate the basis for determining the values of the contribution and such documentation must be available for audit.

### 4. Payment

- A. The allowable cost in this agreement is a matching grant-in-aid from the National Park Service, Department of the Interior, through the OK/SHPO. The Subgrantee will match the grant award with an amount not less than forty percent (40%) of the total project cost, as set forth in Attachment B.

- B. The Subgrantee will receive reimbursement for those allowable costs properly incurred within the effective dates of the project.
- C. To receive reimbursement for allowable costs under the terms of the grant-assisted project, the Subgrantee shall submit itemized invoices with supporting documentation, as specified in the OK/SHPO's *Guidelines for Subgrantees*.
- D. The OK/SHPO will make no advance payments to the Subgrantee.
- E. The final request for reimbursement must be received by the date specified in the Project Schedule set forth in Attachment B.

5. Procurement

The purchase of goods and services must be in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Super Circular) and the OK/SHPO's *Guidelines for Subgrantees*. Equipment purchases under this agreement require approval from the OK/SHPO and the National Park Service and must be approved in advance of purchase.

6. Costs

All costs incurred must be in accordance with the appropriate institution's or organization's cost principles located in:

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Super Circular), ASMB C-10/Indian Tribal Governments, and OMB Circular A-123/Internal Control Systems.

7. Repayment

If it is determined that terms and conditions of the subgrant were not followed or that costs claimed are disallowed following an audit, the Subgrantee shall reimburse the OK/SHPO the amount of the disallowed costs.

## 8. Amendment Procedure

- A. If the Subgrantee determines that a change in the scope of work to be accomplished, the project budget, or the source and kind of nonfederal matching share under this agreement is necessary, a written request must be submitted to the OK/SHPO detailing the requested amendment and giving justification for the change. If Department of the Interior approval is not required, and if the proposed amendment is acceptable to the OK/SHPO, approval of the amendment shall be forwarded to the Subgrantee within fifteen (15) business days. If Department of the Interior approval is required, the OK/SHPO shall inform the Subgrantee of the approval or disapproval within fifteen (15) business days of receipt of notification from the Department of the Interior.
- B. Unless the Subgrantee has requested and received approval of an amendment to the scope of work, the project budget, or the source and kind of matching share outlined in this agreement, costs incurred as a result of the change may not be reimbursed.

## 9. Termination

- A. Termination of agreement for cause: If, through any cause, the Subgrantee shall fail to fulfill in a timely and proper manner his obligations under this agreement, or if the Subgrantee shall violate any of the covenants or stipulations of this agreement, the OK/SHPO shall thereupon have the right to terminate this agreement by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. The Subgrantee shall be entitled to receive just and equitable compensation for any work done in accordance with the requirements of Attachment B. Notwithstanding the above, the Subgrantee shall not be relieved of liability to the OK/SHPO for damages sustained by the OK/SHPO by virtue of any breach of the contract by the Subgrantee, and the OK/SHPO may withhold any payments to the Subgrantee

- for the purpose of set-off until such time as the exact amount of damages due the OK/SHPO from the Subgrantee is determined.
- B. The OK/SHPO or the Subgrantee may terminate this agreement at any time when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The parties shall agree upon the termination conditions, including the effective termination date, and in the case of partial termination, the portion to be terminated.
  - C. If the OK/SHPO terminates the agreement, the Subgrantee shall not incur new obligations for the terminated portion after the effective termination date. The Subgrantee will cancel as many outstanding obligations as possible. The OK/SHPO will allow full credit for noncancellable obligations properly incurred prior to the date of termination. Costs incurred after the effective date of termination will be disallowed.
  - D. The OK/SHPO reserves the right to terminate the contract should the National Park Service fail to allocate funding from the Historic Preservation Fund. Subgrantees shall be notified in writing that funding is pending. All Subgrantees will be given sufficient notice of termination. Costs incurred for contract projects from the start date to the point of termination shall be reimbursed.

#### 10. Special Conditions

- A. The Subgrantee may use no part of this subgrant to directly or indirectly pay for any personal services, advertisement, telegram, telephone, letter, printed or written matter, or other devices intended or designed to influence in any manner a member of Congress, to favor or oppose by vote or otherwise any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation. This provision is in accordance with 18 U.S.C. 1913. Violation of this provision will result in termination of this agreement.



- B. Audit Requirement: Subgrantees shall provide the OK/SHPO a copy of an audit report for any subgrant in excess of \$25,000, in compliance with the provisions of OMB Circular A-110. When the Final Project Report is submitted to the OK/SHPO, as set forth in Attachment B, a cover letter accompanying it shall stipulate the anticipated date by which the OK/SHPO can expect delivery of the report or the location online where the report can be obtained.
- C. In accordance with the Stevens Amendment (Public Law 101-517), any request for proposal initiated by the Subgrantee must comply with Title V, Section 511, which states:
- When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all subgrantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- D. The Subgrantee shall include in all press releases or other publicity about this subgrant activity, or any portion thereof, and its results and/or in any subsequent publications based on the results of this subgrant project a statement acknowledging the financial support and role of the State Historic Preservation Office and the National Park Service. The Subgrantee shall submit a copy of all press releases or other publicity and/or a copy of the acknowledgement statement planned for a subsequent publication to the OK/SHPO for approval prior to issuance of the press release or other publicity and/or typesetting of any subsequent publication.
- E. The Subgrantee shall obtain the OK/SHPO's written approval of its solicitation for consultant services before it is issued and of the selected consultant before the Subgrantee notifies the consultant of selection. Additionally, the

- Subgrantee must receive the OK/SHPO's written approval of the consultant contract before it is executed, and within seven (7) business days of its execution, the Subgrantee shall provide the OK/SHPO a copy of the fully executed contract.
- F. The Subgrantee certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. § 1313 and participation in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1313 and includes, but is not limited to, the Free Employment Verification Program (E-Verify) available at [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

## Project Number

24-612

1. Purpose

The City of Norman (hereafter referred to as Subgrantee) shall in consideration of this matching grant-in-aid carry out the responsibilities delegated to it under the Certified Local Governments Certification Agreement entered into with the OK/SHPO on May 4, 1998. The Subgrantee shall therefore:

- a. Enforce the local historic preservation ordinance for the designation and production of local historic properties;
- b. Maintain an adequate and qualified historic preservation review commission in accordance with provisions of *Certified Local Governments Program for Oklahoma* that includes the requirement that every local commission member possess a demonstrated interest in historic preservation;
- c. Maintain a system for the survey and inventory of local historic properties that is coordinated with the statewide comprehensive planning process, with technical assistance provided by the OK/SHPO;
- d. Ensure, to the maximum extent possible, public participation in the local historic preservation program;
- e. Review and comment upon nominations to the National Register of Historic Places (NRHP) for properties within its jurisdiction, and within sixty (60) days of receiving the nominations, submit the commission's reports and mayor's recommendations to the OK/SHPO as to whether or not the nominated properties meet the National Register Criteria for Evaluation;
- f. Assist the OK/SHPO, if necessary, to verify the names and addresses of property owners within local historic districts being nominated to the National Register, and assist with arrangements for local public information meetings at mutually agreeable times and locations when such districts are nominated;

- g. Submit an annual report to the OK/SHPO, detailing the past fiscal year's local historic preservation program activities (October 1-September 30) by October 31 of each year;
- h. Coordinate local historic preservation, to the extent practicable, with the OK/SHPO that shall provide technical assistance, guidance, and information to the Subgrantee as requested;
- i. Carry out the general program procedures as outlined in *Certified Local Governments Program for Oklahoma*.

## 2. Work to be Accomplished

The work to be accomplished under this Certified Local Governments Program agreement includes the following:

### **A. Development of a Walking Tour Phone App (Continued)**

The Subgrantee, with the services of a qualified professional, shall develop a walking tour phone app documenting the history of and historic sites located within Southridge Historic District. The Subgrantee shall submit a draft RFP to the OK/SHPO for a 10-day review, if applicable. Subgrantee shall refer to the *Guidelines for Subgrantees* for the process on soliciting bids for the app and provide documentation to the OK/SHPO to demonstrate compliance with the requirements. Subgrantee shall consult with the OK/SHPO before selection of consultant, and the **Subgrantee shall provide the OK/SHPO a copy of the fully executed contract within seven working days of its execution.**

The phone app shall be professional in content and design. The Subgrantee shall submit each of the following to the OK/SHPO for a 15-day review, per the project schedule below: a list of all structures to be included and complete phone app text in Word format sent to the OK/SHPO via e-mail; access to review a first draft of the final design and layout; and access to a final draft of the design and layout. All drafts must be reviewed and approved by the

OK/SHPO before the phone app goes live. The Subgrantee shall ensure that the acknowledgement of support and nondiscrimination language specified in *Guidelines for Subgrantees* will appear in the phone app. The Subgrantee shall notify the OK/SHPO via e-mail when the app goes live and instructions on how to obtain it.

**B. Present a Commission Assistance Mentoring Program (CAMP)**

The Subgrantee shall present two National Alliance of Preservation Commission (NAPC) CAMPs for members of local historic preservation commissions serving local governments in Oklahoma and surrounding areas and city staff members. The Subgrantee shall enter into a contract with NAPC and consult directly with the OK/SHPO throughout event planning and promotion. A copy of the fully executed contract shall be provided to the OK/SHPO within seven (7) business days of execution. The CAMP will be presented in Fall 2024 and Spring 2025 (based upon the availability of NAPC staff). The CAMP shall be presented free of charge.

The Subgrantee shall use CLG funds to cover eligible costs related to the CAMPs. These costs may include travel costs for speakers, materials related to the event, and venue rental fees. No subgrant funds will be spent on food, entertainment, or decorations, nor can any of these unallowable costs be included in the Subgrantee's nonfederal matching share for this project. The Subgrantee shall provide the OK/SHPO with a sign-in sheet and agenda after each presentation.

**C. Printing of Historic Preservation-Related Materials**

The Subgrantee shall print copies of an educational mailing regarding regulations for historic districts for free distribution to the historic district owners once a final draft has been approved by the OK/SHPO. Subgrantee shall refer to the *Guidelines for Subgrantees* for the process on soliciting bids for the

printing of the plan and provide documentation to the OK/SHPO to demonstrate compliance with the requirements. The Subgrantee shall ensure that one digital copy of the final document is provided to the OK/SHPO along with the Final Project Report.

Subgrantee shall refer to the *Guidelines for Subgrantees* for the process to solicit bids for the printing of any previously approved historic preservation-related materials and provide documentation to the OK/SHPO to demonstrate compliance with the requirements. Subgrantee shall notify the OK/SHPO of all materials to be printed, and all materials shall be made free of charge to the public. Subgrantee shall notify OK/SHPO of the total number to be printed prior to printing.

#### **D. Educational/Training Opportunities**

The Subgrantee shall provide educational/training opportunities for preservation commission members and related city staff, as available, and with prior approval from the OK/SHPO.

### **3. Understanding of Documents**

The Subgrantee affirms familiarity with and understanding of the following:

- a. *Certified Local Governments for Oklahoma*
- b. *Guidelines for Subgrantees*
- c. The Secretary of the Interior's Standards and Guidelines for Identification and Evaluation

### **4. Project Schedule**

In accordance with instructions in *Guidelines for Subgrantees*, the Subgrantee shall submit Progress Reports to the OK/SHPO as specified in the project schedule below. Attached to each report shall be the specific supporting documentation on project products and tasks as specified.

**Report Due: October 10, 2024**

**Reporting Period: July 1, 2023-September 30, 2024**

- Tasks:**
1. Subgrantee shall begin work on Southridge app within the walking tour cell phone app.
  2. Print coloring books
  3. Submit quarterly progress report to OK/SHPO.

**Report Due: January 10, 2025**

**Reporting Period: October 1, 2024-December 31, 2024**

- Tasks:**
1. Present Fall CAMP.
  2. Provide OK/SHPO with a list of all structures to be included and complete phone app text in Word format sent to the OK/SHPO via e-mail.
  3. Submit quarterly progress report to OK/SHPO.

**Report Due: April 10, 2025**

**Reporting Period: January 1, 2025-March 31, 2025**

- Tasks:**
1. Provide access to a first draft of the final design and layout of the new tour for OK/SHPO review.
  2. Submit quarterly report to OK/SHPO.

**Report Due: July 10, 2025**

**Reporting Period: April 1, 2025-June 30, 2025**

- Tasks:**
1. Provide access to a final draft of the design and layout to OK/SHPO for final review. Go live with app new tour.
  2. Submit quarterly report to OK/SHPO.

The Final Project Report and Final Request for Reimbursement shall be submitted to the OK/SHPO no later than 30 days from the end of the agreement period and shall

be completed in accordance with the instructions in *Guidelines for Subgrantees*.

5. Payment Schedule

The Subgrantee shall submit reimbursement requests for actual costs incurred no more frequently than once a month, unless approved by the OK/SHPO. The requests shall be prepared in accordance with instructions in *Guidelines for Subgrantees*.

6. Project Budget

Category	Federal	Nonfederal	Total
Personnel	\$0	\$10,050	\$10,050
Printing	\$2,500	\$0	\$2,500
Postage	\$1,000	\$0	\$1,000
Travel	\$3,000	\$0	\$3,000
Contractual	\$11,225	\$0	\$11,225
Supplies	\$500	\$0	\$500
Other *	\$150	\$2,200	\$2,850
<b>Total</b>	<b>\$18,375</b>	<b>\$12,250</b>	<b>\$30,625</b>

\* membership dues and supplies

7. Nonfederal Matching Share

**Donor:** City of Norman  
**Source:** Personnel  
**Kind:** Inkind/Hist. Pres. Off.  
**Amount:** \$7,875

**Donor:** City of Norman  
**Source:** Personnel  
**Kind:** Inkind/Admin Tech.  
**Amount:** \$2,175

**Donor:** City of Norman  
**Source:** General Fund  
**Kind:** Cash  
**Amount:** \$2,200





**File Attachments for Item:**

22. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-14 BY AND BETWEEN THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS AND THE CITY OF NORMAN FOR THE COLLECTION OF TRAFFIC DATA



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 07/09/2024

**REQUESTER:** Katherine Coffin

**PRESENTER:** David Riesland, Transportation Engineer

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-14 BY AND BETWEEN THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS AND THE CITY OF NORMAN FOR THE COLLECTION OF TRAFFIC DATA

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### **BACKGROUND:**

The Association of Central Oklahoma Governments (ACOG) is responsible for the administration of the Unified Planning Works Program (UPWP) in the Oklahoma City Metropolitan Area. The program's purpose is to maintain a comprehensive, continuing, and cooperative planning process for the region. The Oklahoma Department of Transportation provides Federal Highway Administration funds for this planning process and the many tasks associated with it, which include activities such as travel time/delay studies, monitoring of intersection related accidents, traffic data collection, traffic signal monitoring, and congestion management

### **DISCUSSION:**

During the last twenty-five years, our City has been able to participate in the program by collecting traffic data at a number of locations throughout the City. For Fiscal Year 2024, ACOG has offered us reimbursement not to exceed \$20,000 in federal funds to cover the cost associated with this activity. These funds will be reimbursed to the City upon completion of the work.

The Traffic Control Division collects traffic data on a routine basis. The additional funds made available through ACOG have allowed us to expand our program and offset some of the local expenses associated with this work activity. In order to receive these funds, the City must enter into a contractual agreement with ACOG. Staff and ACOG officials developed Contract K-2425-14 for this specific purpose. The City Attorney has reviewed this document and found its content to be acceptable.

### **RECOMMENDATION:**

Staff recommends approval of Contract K-2425-14 for the collection of traffic data.

**CONTRACT****Between****ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS****and the****CITY OF NORMAN****1. PARTIES AND PURPOSE**

This CONTRACT made and entered into for Fiscal Year (FY) 2024, by and between the Association of Central Oklahoma Governments (ACOG) and the City of Norman (NORMAN) reaffirms the Metropolitan Transportation Planning process of the ACOG Metropolitan Planning Organization (MPO). The above cited parties to this CONTRACT will hereinafter be referred to individually as ACOG and NORMAN respectively or, individually or collectively as the PARTICIPANT and PARTICIPANTS. Frequent reference will be made in this CONTRACT to the Federal Highway Administration, United States Department of Transportation, hereinafter referred to as FHWA.

The intent of this CONTRACT is to provide NORMAN funding of the Metropolitan Transportation Planning activities within the ACOG MPO transportation management area (TMA) as identified in the FY 2024 Unified Planning Work Program (UPWP). The purpose of this CONTRACT is to maintain the comprehensive, continuing, and cooperative transportation planning process in order to provide the most desirable multi-modal transportation system that is compatible with community goals and at minimum expense.

**2. EFFECTIVE DATE**

The provisions of this CONTRACT shall become effective on the first day of July 2023, or on the day this Federal-aid project is authorized by FHWA, whichever comes later. This CONTRACT shall be effective until all funding provided under Section 5 have been expended but in no event shall the term of this CONTRACT be extended beyond June 30, 2024 for expenditure of FHWA Planning (PL) Funds without supplementation as provided by Section 15 (Travel) of this CONTRACT. This CONTRACT may be terminated earlier upon thirty (30) days written notice by either party as provided for in Section 16 (Amendments or Modification of Contract) of this CONTRACT.

**3. ORGANIZATION**

Policy direction, plan selection, and development of programs for plan implementation of the ACOG MPO Planning Process shall be vested in an ACOG MPO Policy Committee (ACOG MPO PC) whose membership and responsibilities are detailed in the Memorandum of Understanding signed July 7, 2020 with administrative changes December 30, 2021. The ACOG MPO PC will send transportation plans, policies, and implementation programs for review and endorsement.

**4. UNIFIED PLANNING WORK PROGRAM**

The specific activities to be conducted and financed during the CONTRACT period are prescribed in the FY 2024 UPWP. The UPWP details the tasks, work responsibilities, costs, and funding sources of each activity to be undertaken within the TMA. The product of the UPWP will be a twenty-year comprehensive and multi-modal transportation plan for the ACOG MPO TMA. Approval of the UPWP by the PARTICIPANTS, the ACOG MPO PC, and FHWA will constitute acceptance of the UPWP as a part of this CONTRACT, subject to the financing provisions of Section 5 herein.

## 5. FINANCING

ACOG presently has funds available, allocated through the FHWA and administered by ODOT, which may be used to facilitate Metropolitan Transportation Planning. Contingent upon the continued availability of such funds, ACOG agrees to participate in the planning effort to be conducted within the TMA boundary as detailed in the UPWP. The PARTICIPANTS agree that the financing of the ACOG MPO as set forth in this CONTRACT shall not exceed **\$20,000** of which **\$16,000** are FHWA's PL Funds and shall be on the basis of direct and indirect actual auditable cost as stated in 23 CFR Chapter 1, §420.113 and the provisions of the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 Code of Federal Regulations (CFR) Part 200 Subpart E.

**The financing provided by this CONTRACT is for eighty percent (80%) of total actual auditable costs. The remaining twenty percent (20%) of the costs are to be funded by NORMAN.**

	Number of Counts	Cost Per Count	Federal Share	Total Amount
Auto	100	\$187.50	\$15,000	\$18,750
Bike/Ped	10	\$125	\$1,000	\$1,250
<b>Total</b>	<b>110</b>		<b>\$16,000</b>	<b>\$20,000</b>

CFDA Number: 20.205 (HIGHWAY PLANNING AND CONSTRUCTION)

## 6. AUDIT

As part of this CONTRACT, NORMAN agrees to provide ACOG with a Single Audit performed in accordance with the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR 200 Subpart F to ensure compliance with federal and state laws, regulations, and provisions of the CONTRACT. The Single Audit will be performed by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. If federal or state exceptions are found, the PARTICIPANTS will resolve the outstanding issues as provided under Section 7.

## 7. DISPUTES RELATED TO FINANCES

In the event of disagreement between the PARTICIPANTS relative to the eligibility of or NORMAN's financial participation in any work item or items contained in the UPWP, the details of such disagreement shall be forwarded to both the Executive Director of ACOG and the City Manager of NORMAN who jointly shall make the final determination.

## 8. PAYMENT

Payments for services described in the UPWP and this CONTRACT for cooperative funding shall be disbursed by ACOG on the basis of documented monthly billings from NORMAN showing the total actual costs incurred in conformance with the UPWP. Such billings shall be submitted to ACOG along with a narrative progress report. The billings shall be submitted by the tenth (10th) day after the end of any month in which data for 10 or more traffic count locations (including midblock and intersection turning movement counts) have been collected, except for work completed during the month of June as noted below. The billings shall include a list of the traffic count locations, billable at the agreed upon rate of \$150/count. If fewer than 10 traffic counts are collected in any given month, the data shall accumulate to a total of 10 or more, and a billing shall be submitted in a later month, accordingly. The final billing, for work completed before or during June 2024, shall be submitted on or before **July 15, 2024**.

**NORMAN shall invoice ACOG with all necessary supporting documentation, to:**

**ACOG**  
**Attn: Jennifer Sebesta, Transportation Planning Services**  
**4205 N. Lincoln Blvd.**  
**Oklahoma City, OK 73105**  
**Email: [jsebesta@acogok.org](mailto:jsebesta@acogok.org)**

## **9. PROGRESS REPORTS**

NORMAN shall provide ACOG progress reports regarding the date, time, and location of the traffic counts. Such reports shall provide hourly and 24-hour counts at midblock locations, and 15-minute interval counts for turning movements at the intersections specified on the forms furnished by ACOG. NORMAN shall provide ACOG progress reports regarding the date, time, and location of the bicycle and pedestrian counts. The reports shall be submitted along with a billing by the tenth (10th) day after the end of a month for which the billing and report are prepared. The final progress report shall be submitted on or before **July 15, 2024**.

## **10. INSPECTION OF WORK**

ACOG shall be accorded proper facilities for review and inspection of the work hereunder and shall at all reasonable times have access to the premises, to all reports, books, records, correspondence, instructions, receipts, vouchers, memoranda, and any other materials of every description which ACOG considers pertinent to the work hereunder. The PARTICIPANTS will fully inform each other in the event of any review and inspection of work specified hereunder by other than PARTICIPANTS. ACOG shall maintain the responsibility of review and concurrence in all techniques and methodology utilized in this study.

## **11. RECORDS**

NORMAN shall maintain accounting records and other evidence pertaining to the costs incurred under this CONTRACT. This data will be made available for inspection by ACOG, at all reasonable times at the respective offices during the contract period and for three years after the date of the final payment of Federal funds to ACOG with respect to the study. Copies of such records shall be furnished at cost to ACOG.

## **12. OWNERSHIP OF DATA**

The ownership of the data collected under this CONTRACT, together with reports, brochures, summaries, and all other materials of every description derived therefrom, shall be vested in the PARTICIPANT having the major funding responsibility for its development, subject to the applicable Federal and State laws and regulations.

## **13. INFORMATION AND REPORTS**

All information, reports, proposals, brochures, summaries, written conclusions, graphic presentations, and similar materials developed by NORMAN and/or its consultants and financed in whole or in part by ACOG, shall be submitted to ACOG for review and concurrence and shall have the approval of the appropriate study committee prior to its public release, presentation, dissemination, publication, or other distribution. The distribution of such information and reports, whether draft or final and including the UPWP, to any unit of the FHWA shall be made through ACOG only. NORMAN is a public entity subject to the Oklahoma Open Records Act. To the extent that anything in this paragraph conflicts with the Open Records Act, it shall be void.

**14. PUBLICATION PROVISIONS**

NORMAN shall be free to copyright material developed under this CONTRACT with the provision that ACOG and FHWA reserve a royalty-free, nonexclusive, and irrevocable License to reproduce, publish or otherwise use, and to authorize others to use, the work for Government purposes. All reports published under this CONTRACT shall contain a credit reference to the FHWA, such as "prepared in cooperation with the U.S. Department of Transportation, Federal Highway Administration."

**15. TRAVEL**

There are no travel or training expenses eligible for reimbursement under this CONTRACT.

**16. AMENDMENTS OR MODIFICATION OF CONTRACT**

No changes, revisions, amendments or alterations in the manner, scope or type of work or compensation to be paid by ACOG shall be effective unless reduced to writing and executed by the PARTICIPANTS with the same formalities as are observed in the execution of this CONTRACT.

**17. TERMINATION OF CONTRACT**

This CONTRACT was entered into by the PARTICIPANTS because of their mutual accord that the comprehensive, continuing, and cooperative transportation planning process provided herein was necessary. Either PARTICIPANT may terminate its interest and its obligation under this CONTRACT by giving thirty (30) days notice in writing to the other PARTICIPANT, it being understood that such termination may be adverse to the interests of the other PARTICIPANT. In the event of such termination, NORMAN shall deliver at cost to ACOG all items mentioned in Sections 10 and 11 of this CONTRACT within thirty (30) calendar days following the effective termination date.

**18. GOVERNMENTWIDE NONPROCUREMENT SUSPENSION AND DEBARMENT**

In order to protect the public interest, the "Federal-aid Eligibility Certification" (Exhibit A) shall be signed by the City Clerk of NORMAN as to current history regarding suspension, debarment, ineligibility, voluntary exclusion, criminal convictions, or civil judgements involving fraud or official misconduct of himself/herself and any person associated in the administration and management of this federally funded project.

**19. USE OF CONSULTANTS**

Under the terms of this CONTRACT, NORMAN may engage qualified consultants to perform certain duties on their behalf. All contracts with other parties for services within the scope of the Transportation Planning Process shall be justified, in writing, by NORMAN and are subject to prior written approval by ACOG. Contracts for work to be done, must, as a minimum, meet the requirements of law relative to non-collusion and the provisions of 49 CFR Part 18. U.S. Department of Transportation regulations (49 CFR Part 29) require that ACOG shall insure that NORMAN insert in each subcontract the provisions required by "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Exhibit B) and further shall require its inclusion in any covered transaction NORMAN may make. All contracts and discussions between ACOG and consultants retained by NORMAN must be initiated through NORMAN.

**20. RESPONSIBILITY FOR CLAIMS AND LIABILITY**

To the extent permitted by applicable law, including the Constitution of the State of Oklahoma, NORMAN and/or its consultants shall hold harmless ACOG, ODOT, and FHWA from all suits, actions, or claims brought on account of any injuries or damages sustained by any person or property in consequence of any negligent acts or misconduct by NORMAN and/or its consultants or the negligent acts or misconduct of their subcontractors, agents, or employees arising from this CONTRACT or on account of any

claims or amount recovered for an infringement of patent, trademark, or copyright, or from any claim or amounts arising or recovered under the Workers' Compensation Laws or any other laws. NORMAN and/or its consultants shall not be released from such responsibility until all claims have been settled and suitable evidence to the effect furnished ACOG.

## 21. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

NORMAN and ACOG agree that all operations under the terms of this CONTRACT will be in compliance with the applicable requirements of Title 49, Code of Federal Regulations, Part 21, which was promulgated to effectuate Title VI of the Civil Rights Act of 1964. In furtherance of requirements of Title 49, the following clauses and the "Nondiscrimination of Employees" (Exhibit C) are made a part of this contract.

The term contractor or consultant shall mean NORMAN and/or its consultants.

- A. **Compliance with Regulations:** The contractor will comply with the Regulations of the US Department of Transportation relative to nondiscrimination in federally-assisted programs of the US Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. **Nondiscrimination:** The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Exhibit C of the Regulations.
- C. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- D. **Information and Reports:** The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by ACOG or the FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ACOG or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the non-discrimination provisions of this contract, ACOG shall impose such contract sanctions as it or the FHWA may determine to be appropriate including, but not limited to:
  - 1) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - 2) cancellation, termination, or suspension of the contract, in whole or in part.
- F. **Incorporation of Provisions:** The contractor will include the provisions of paragraph (A) through (F) in every subcontract, including procurement of the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as ACOG or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with,



litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States Attorney to enter into such litigation to protect the interests of the United States.

## **22. COMPLIANCE WITH MINORITY BUSINESS ENTERPRISE ACT**

NORMAN and ACOG agree to adhere to the requirements that are specified in Sec. 23. 43, (General Requirements for Recipients) of 49 CFR 23 "Participation by Minority Business Enterprise in Department of Transportation Programs." A copy of the "Disadvantaged Business/Women's Business Enterprises" (Exhibit D) is attached hereto and becomes part of this CONTRACT.

## **23. COMPLIANCE WITH CERTIFICATION REGARDING LOBBYING**

NORMAN agrees to adhere to Section 1352, Title 31, U.S. Code which in part prohibits the use of Federal appropriated funds by the PARTICIPANT(S) for influencing the making or modification of any Federal contract, grant, loan, or cooperative agreement. A signed copy of the "Certification for Federal-Aid Contracts" (Exhibit E) regarding lobbying is attached hereto and becomes part of this CONTRACT.

## **24. COVENANTS AGAINST CONTINGENT FEES**

NORMAN warrants that it has not employed or retained any company or person specifically to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this warranty ACOG shall have the right to annul this CONTRACT without liability, or at its discretion, to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

## **25. PRIOR UNDERSTANDING**

This CONTRACT incorporates and reduces to writing all prior understanding, promises, agreements, commitments, covenants, or conditions, and constitutes the full and complete understanding and contractual relationship of the PARTICIPANTS.

## **26. GOVERNING LAWS AND REGULATIONS**

NORMAN and its subcontractors shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of this CONTRACT including workman's compensation laws, minimum and maximum salary and wage statutes and regulations. When required, NORMAN shall furnish ACOG with satisfactory proof of its compliance therewith.

This CONTRACT shall be governed and construed in accordance with the laws of the State of Oklahoma and the applicable rules, regulation, policies, and procedures of the Oklahoma Transportation Commission.

## **27. HEADINGS**

Article headings used in this CONTRACT are inserted for convenience of reference only and shall not be deemed a part of this CONTRACT for any purpose.

## **28. BINDING EFFECT**

This CONTRACT shall be binding upon and inure to the benefit of ACOG and NORMAN and shall be binding upon their successors and subject to the limitation of Oklahoma Law.

## 29. NOTICES

All demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to the CONTRACT shall be in writing and shall be deemed to have been properly given or sent:

- A. if intended for ACOG, by electronic transmission to [bgarner@acogok.org](mailto:bgarner@acogok.org), or by mail, addressed to ACOG at:

Association of Central Oklahoma Governments  
4205 N. Lincoln Blvd.  
Oklahoma City, OK 73105

- B. if intended for NORMAN, by electronic transmission to [david.riesland@normanok.gov](mailto:david.riesland@normanok.gov), or by mail addressed to NORMAN at:

The City of Norman  
Attention: David Riesland, Transportation Engineer  
225 N. Webster Avenue  
PO Box 370  
Norman, OK 73070

## 30. SEVERABILITY

If any provision, clause or paragraph of this contract or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this contract which is not affected by the determination. The provisions, clauses or paragraphs and any documents incorporated by reference are declared severable and the invalidation of any such provision, clause, paragraph, or document incorporated by reference shall not affect the remaining provisions, clauses, paragraphs, and documents incorporated by reference which shall continue to be binding and of full legal efficacy.

## EXECUTION OF CONTRACT

IN WITNESS WHEREOF, ACOG AND THE CITY OF NORMAN HAVE EXECUTED THIS CONTRACT.

ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS

  
 Mark W. Sweeney, AICP  
 Executive Director

Date

6/25/2024

Approved as to form and legality this 25<sup>th</sup> day of June, 2024.

  
 Pete White, General Counsel

ATTEST:


THE CITY OF NORMAN

City Clerk

Mayor

Date

Approved as to form and legality this 5 day of July, 2024.

  
 Legal Counsel, City of Norman

## EXHIBIT A

### FEDERAL-AID ELIGIBILITY CERTIFICATION

The undersigned hereby certifies to the best of his or her knowledge and belief:

1. That he or she is the fully authorized agent of the Prospective Participant in this project which involves, federal funding and has full knowledge and authority to make this certification.
2. That, neither the Prospective Participant nor any person associated therewith in the capacity of director, officer, manager, auditor, or accountant, nor any person in a position involving the administration of federal funds:
  - a. Is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and
  - b. Has been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; and
  - c. Has a proposed debarment pending; and
  - d. Has been indicted, convicted, or had a civil judgment rendered against any of the aforementioned by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years, except:

If none, so state by entering the word "none": \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk, City of Norman

**EXHIBIT B** (page 1 of 2)**ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS**

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospect lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

**EXHIBIT B** (page 2 of 2)**ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS**

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**EXHIBIT C** (page 1 of 2)**NONDISCRIMINATION OF EMPLOYEES**

During the performance of this contract, NORMAN, for itself, its assignees, and successors in interest hereby covenants and agrees as follows:

1. NORMAN and its subcontractors shall provide equal employment opportunities for all qualified persons within the limitations hereinafter set forth, and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or handicap.
2. That any subcontract entered into by NORMAN for performance of any portion of the work covered under this Contract shall incorporate all of the provisions of this Special Provision, "Nondiscrimination of Employees," and the same shall be appended to said subcontract and incorporated therein by reference.
3. NORMAN shall refrain from "discriminatory practices," as hereinafter defined. It is a discriminatory practice for NORMAN to:
  - a. Fail or refuse to hire, to discharge or otherwise to discriminate against an individual with respect to compensation or the terms, conditions, privileges or responsibilities or employment, because of race, color, religion, sex, national origin, age, or handicap
  - b. Limit, segregate, or classify an employee in a way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect the status of an employee, because of race, color, religion, sex, national origin, age, or handicap
  - c. Discriminate against an individual because of race, color, religion, sex, national origin, age, or handicap, in admission to, or employment in, any program established to provide apprenticeship, on-the-job training or retraining
  - d. Publish or cause to be printed or published any notice or advertisement relating to employment by NORMAN indicating a preference, limitation, specification, or discrimination, based on race, color, religion, sex, national origin, age, or handicap, except where such preference, limitation, specification or discrimination based on religion, sex or national origin is a bona fide occupational qualification for employment
  - e. Retaliate or discriminate against a person because said person has opposed a discriminatory practice, or because said person has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under Chapter 21, Title 25, Oklahoma Statutes, 1991
  - f. Aid, abet, incite, or coerce a person to engage in a discriminatory practice
  - g. Willfully interfere with the performance of a duty or the exercise of a power by the Oklahoma Human Rights Commission or one of its members or representatives

**EXHIBIT C** (page 2 of 2)**NONDISCRIMINATION OF EMPLOYEES**

- h. Willfully obstruct or prevent a person from complying with the provisions of Chapter 21, Title 25, Oklahoma Statutes, 1991
    - i. Attempt to commit, directly or indirectly, a discriminatory practice, as defined herein and as defined in Chapter 21, Title 25, Oklahoma Statutes, 1991
- 4. NORMAN further agrees to refrain from discrimination by reason of race, color, religion, sex, national origin, age, or handicap, against any persons, firm or corporation furnishing independent contract labor or materials to NORMAN in the performance of this Contract.
- 5. **Sanctions for Noncompliance** - In the event NORMAN violates or refuses to abide by any of the provisions herein set forth, ACOG reserves the right and option to:
  - a. Withhold payments to NORMAN until NORMAN furnishes satisfactory evidence of compliance and correction of all violations
  - b. Cancel, terminate, or suspend the Contract, in whole or in part, without further liability to ACOG other than payment for work performed up to the effective date of cancellation or termination of the contract.
  - c. Report all violations, which are not corrected by NORMAN within such time as is specified by ACOG in its notice of violation, to the Oklahoma Human Rights Commission for such further proceedings as said Commission deems reasonable and necessary.
- 6. Immediately upon notification of Contract award, NORMAN shall submit to ACOG's Internal Equal Employment Officer a list by number, percentage, and position, including the identifying minority group employees who will be actively engaged in the Contract performance.
- 7. NORMAN hereby agrees to be bound by and subject itself to the provisions of Title 29, Code of Federal Regulations, Parts 1601-1605, inclusive, insofar as the same have been adopted by the Oklahoma Human Rights Commission for governing procedural matters concerning the administrative operations, functions, duties, and responsibilities of said Commission.
- 8. NORMAN further agrees to be bound by and be subject to any and all laws, statutes, or regulations of administrative agencies of the State of Oklahoma, pertaining to employment practices in contracts being funded either in whole or in part with funds of the State of Oklahoma, and to the requirements of any and all laws, statutes or regulations of administrative agencies of the State of Oklahoma, and to the requirements of any and all laws, statutes or regulations of administrative agencies of the State of Oklahoma pertaining to equal employment opportunity and nondiscrimination requirements in such contracts and public projects being so funded.



**EXHIBIT D** (page 1 of 2)**OKLAHOMA DEPARTMENT OF TRANSPORTATION  
DISADVANTAGED BUSINESS/WOMEN'S BUSINESS ENTERPRISES  
POLICY STATEMENT**

It is the policy of the Oklahoma Department of Transportation to ensure that Disadvantaged Business/Women's Enterprises (DBE/WBE) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this CONTRACT. Consequently, the DBE/WBE (formerly MBE) requirements of 49 CFR Part 23 apply to this CONTRACT.

The Oklahoma Department of Transportation or its Consultants which are recipients of Federal-aid funds agree to ensure that disadvantaged business/women's enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this CONTRACT. In this regard, the Oklahoma Department of Transportation, ACOG, NORMAN, and Consultants shall take all necessary and reasonable steps in accordance with 40 CFR Part 23 to ensure that disadvantaged business/women's business enterprises have the maximum opportunity to compete for and perform contracts. The Oklahoma Department of Transportation, ACOG, NORMAN, and Consultants shall not discriminate on the basis of race, color, national origin, religion, or sex in the award and performance of Oklahoma Department of Transportation assisted contracts.

Failure to carry out the requirements set forth above shall constitute a breach of contract and, after the notification of the Oklahoma Department of Transportation, may result in termination of the contract by the recipient or other such remedy as the recipient deems appropriate.

**EXHIBIT D** (page 2 of 2)**OKLAHOMA DEPARTMENT OF TRANSPORTATION  
CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S  
BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS**

1. It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, and services. Affirmative steps shall include the following:
  - a. Including qualified small and minority business on solicitation lists.
  - b. Assuring that small and minority businesses are solicited whenever they are potential sources.
  - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
  - d. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority business.
  - e. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.
  - f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in (a) through (e) above.
2. Grantees shall take similar appropriate affirmative action in support of women's business enterprises.
3. Grantees are encouraged to procure goods and services from labor surplus areas.
4. Grantor agencies may impose additional regulations and requirements in the foregoing areas only to the extent specifically mandated by statute or presidential direction.

## EXHIBIT E

### CERTIFICATION FOR FEDERAL-AID CONTRACTS

The undersigned certifies, to the best of his or her knowledge and belief, 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 Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards in excess of \$100,000, at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk, City of Norman

**File Attachments for Item:**

23. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-7: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE TO SUBMIT, EXECUTE, AND FILE AN APPLICATION ON BEHALF OF THE CITY OF NORMAN WITH THE US DEPARTMENT OF TRANSPORTATION TO AID IN THE FINANCING OF PLANNING, CAPITAL AND/OR ASSISTANCE PROJECTS PURSUANT TO 49 U.S.C. SECTION 5307 AND SECTION 5339 AND AUTHORIZING, THE CITY MANAGER OR THEIR DESIGNEE TO SET FORTH AND EXECUTE POLICIES IN CONNECTION WITH THE PROGRAM OF PROJECTS, BUDGETS, AND PROCUREMENT NEEDS.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 07/09/2024

**REQUESTER:** Taylor Johnson, Transit and Parking Program Manager

**PRESENTER:** Scott Sturtz, P.E. Interim Director of Public Works

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-7: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE TO SUBMIT, EXECUTE, AND FILE AN APPLICATION ON BEHALF OF THE CITY OF NORMAN WITH THE US DEPARTMENT OF TRANSPORTATION TO AID IN THE FINANCING OF PLANNING, CAPITAL AND/OR ASSISTANCE PROJECTS PURSUANT TO 49 U.S.C. SECTION 5307 AND SECTION 5339 AND AUTHORIZING, THE CITY MANAGER OR THEIR DESIGNEE TO SET FORTH AND EXECUTE POLICIES IN CONNECTION WITH THE PROGRAM OF PROJECTS, BUDGETS, AND PROCUREMENT NEEDS.

### BACKGROUND:

The City of Norman is a designated recipient for the following US Department of Transportation (USDOT) federal grant funds under 49 U.S.C.: Section 5307, Public Transit Systems in Urbanized Areas; and Section 5339, Bus and Bus Facilities. The City of Norman must file a grant application with the Federal Transit Administration (FTA) for these funds and provide the necessary assurances of compliance with federal laws.

### DISCUSSION:

Subject to funding from Congress, the FTA annually allocates funds to assist transit agencies in the United States. The City of Norman is the designated recipient of FTA funds for the Norman Urbanized Area but has to submit, execute, and file grants annually to receive the allocated federal funding. In addition, the City of Norman must comply with federal regulations and laws in order to receive the funding.

Through the passage of the Bipartisan Infrastructure Law (BIL), and subsequent funding authorization by Congress, Norman's Federal Fiscal Year (FFY) 2024 apportionment (which the City will use for fiscal year 2025 expenses) for section 5307 funds is \$2,982,374 and for section 5339 it is \$245,698 (both including unused FY21 funds from Ft. Smith AR-OK). Section 5307 funds, combined with local matching funds, are used on an annual basis for general transit expenses, such as operations, preventative maintenance, ADA paratransit operations, planning activities, and required security projects. Section 5339 funds are generally

used for capital activities, such as vehicle replacements, and are paired with local matching funds as they are available.

**RECOMMENDATION:**

Staff recommends approval of Resolution No. R-2425-7, authorizing the City Manager or his designee to submit, execute, and file grant applications to the FTA during fiscal year 2025 and to set forth and execute policies in connection with the program of projects, budgets, and procurement needs.

R-2425-7

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE TO SUBMIT, EXECUTE, AND FILE ANNUAL NON-COMPETITIVE GRANT APPLICATIONS UNDER 49 U.S.C. §§ 5307 AND 5339 AND ANY CORRESPONDING REQUIRED ASSURANCES OR OTHER SUPPORTING DOCUMENTATION ON BEHALF OF THE CITY OF NORMAN WITH THE U.S. DEPARTMENT OF TRANSPORTATION TO AID IN THE FINANCING OF PUBLIC TRANSIT IN URBANIZED AREAS AND BUS AND BUS FACILITIES PLANNING, CAPITAL, AND/OR ASSISTANCE PROJECTS AND AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE TO SET FORTH AND EXECUTE POLICIES IN CONNECTION WITH THE PROGRAMMING OF PROJECTS, BUDGETS, AND PROCUREMENT NEEDS.

- § 1. WHEREAS, the Secretary of the United States Department of Transportation (USDOT) is authorized to make grants for a mass transportation program of projects and budgets; and
- § 2. WHEREAS, the City of Norman is a designated recipient for USDOT federal grants under 49 U.S.C. § 5307, Public Transit Systems in Urbanized Areas, and 49 U.S.C. § 5339, Bus and Bus Facilities, and
- § 3. WHEREAS, the City of Norman must submit, execute, and file grant applications with the Federal Transit Administration (FTA) annually to receive these federal funds and provide the necessary assurances of compliance with federal laws.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 4. THAT the City Manager or their designee is hereby authorized to submit, execute, and file annual non-competitive grants under 49 U.S.C. §§ 5307 and 5339 and any corresponding required assurances or other supporting documentation in order to secure USDOT federal funding to aid in the financing of public transit in Urbanized Areas and Bus and Bus Facilities planning, capital, and/or assistance projects; and
- § 5. THAT the City Manager or their designee is hereby authorized to set forth and execute policies in connection with the programming of projects, budgets, and procurement needs.

PASSED AND ADOPTED this 9<sup>th</sup> day of July, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**File Attachments for Item:**

24. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-8: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$36,699.26 FROM THE REFUNDS / REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT TO REPAIR OR REPLACE CITY VEHICLES DAMAGED BY OTHER DRIVERS IN TRAFFIC COLLISIONS.





## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 07/09/2024

**REQUESTER:** Ryan Riddel, Assistant City Attorney

**PRESENTER:** Ryan Riddel, Assistant City Attorney

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-8: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$36,699.26 FROM THE REFUNDS / REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT TO REPAIR OR REPLACE CITY VEHICLES DAMAGED BY OTHER DRIVERS IN TRAFFIC COLLISIONS.

### BACKGROUND:

Funding is required to repair or replace City vehicles that are damaged in traffic collisions. To assist with this process, the City has contracted with Alternative Claims Management (ACM) to pursue reimbursement of damage costs from the other driver's insurance policy when the collision is the fault of the other driver.

ACM has remitted payment to the City in the total amount of \$36,699.26. This item requests appropriation of these funds to the Miscellaneous Services/Uninsured Losses account to pay for vehicle repairs or replacement.

### DISCUSSION:

Insurance reimbursement has been received for the following incidents:

On April 23, 2022, a Police Department vehicle (Unit 1167) received damage when it was struck by another driver who improperly changed lanes. Allstate insurance determined their driver to be at fault and after the City received payment for damage costs, a Loss of Use payment was collected by ACM and remitted to the City in the amount of \$713.10.

On April 29, 2023, a Police Department vehicle (Unit 1195) received damage when it was struck by another driver who failed to yield to traffic while exiting a parking lot. Geico insurance determined their driver to be at fault and payment for damage costs was collected by ACM and remitted to the City in the amount of \$3,546.59.

On May 24, 2023, a Police Department vehicle (Unit 1120) received damage when it was struck by another driver who became distracted with activity near the road. Equity Insurance determined their driver to be at fault and declared the police vehicle a total loss. Payment for

the depreciated value of the vehicle plus Loss of Use was collected by ACM and remitted to the City in the total amount of \$21,125.00.

On February 26, 2024, a Police Department vehicle (Unit 1166) received damage when another driver refused to stop his vehicle during police pursuit. Traders Insurance determined their driver to be at fault and payment for damage costs plus Loss of Use was collected by ACM and remitted to the City in the total amount of \$11,314.57.

ACM remitted the following payments to the City for the above incidents:

- Check #25970, dated 12/27/2023, for \$4,259.69
- Check #9902318951, dated 6/19/2024, for \$32,439.57

These checks total \$36,699.26 and were deposited into the Refunds/Reimbursements Risk Management account on January 23, 2024, and June 27, 2024, respectively.

### **RECOMMENDATION:**

Staff recommends the approval of R-2425-8 for the appropriation of the above-referenced insurance reimbursement funds of \$36,699.26 from Refunds/Reimbursements Risk Management (Account 439-365264) to Miscellaneous Services – Uninsured Losses (43330104-44798) for the repair or replacement of City of Norman vehicles.



**DATE:** June 27, 2024

**TO:** Clint Mercer, Chief Accountant

**FROM:** Sarah Encinias, Legal Admin Tech *SE*

**SUBJECT:** City of Norman Debt Recovery – Damage to Fleet Vehicles

The City of Norman has contracted with Alternative Claims Management (ACM) to provide damage recovery services for the City when a loss is caused by an at-fault party. At-fault parties are automobile drivers who are involved in a collision with a City vehicle and is found to be the cause, or at-fault, of the collision. ACM pursues payment from the at-fault party's insurance company and sends payment to the City.

Attached is check #9902318951 from ACM in the total amount of \$32,439.57. This payment represents damage reimbursement from insurance companies for the incidents described below.

Please advise if you need additional information regarding this payment.

Vehicle Unit	Date of Incident	Insured	Insurance	Payment Amount
1166	2/16/2024	A. Grimaldo	Traders Insur.	\$ 11,314.57
1120	5/24/2023	S. Baldwin	Equity Insurance	\$ 21,125.00

*Attachment*

cc: Kevin Foster, Chief of Police  
 Chad Vincent, Major, Community & Staff Services Bureau  
 Lisa Tullius, Admin Tech III  
 Mike White, Fleet Program Manager  
 Mark Delgado, Light Repair Supervisor  
 Jennell James, Fleet Service Writer  
 Barbara Andros, Revenue Collection Supervisor

office memorandum

Remittance Info: Inv C-21822

Alternative Claims Management

JPMorgan Chase Bank, N.A.  
Verify: 888-237-9615  
90-7162/3222

Item 24. 51  
6/18/2024

PAY TO THE ORDER OF NORMAN POLICE DEPARTMENT \$ 32439.57  
Thirty-Two Thousand Four Hundred Thirty-Nine and 57/100 DOLLARS

From: Alternative Claims Management		Date: 6/18/2024
Pay To: NORMAN POLICE DEPARTMENT		Check #: 9902318951
Invoice Number	Bill Amount	Bill Payment Amount
C-21822	\$32,439.57	\$32,439.57
Total		\$32,439.57

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# Resolution

R-2425-8

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$36,699.26 FROM THE REFUNDS / REIMBURSEMENTS RISK MANAGEMENT ACCOUNT TO PAY FOR REPAIRS OR REPLACEMENT OF CITY OF NORMAN VEHICLES DAMAGED BY OTHER DRIVERS.

- § 1. WHEREAS, Alternative Claims Management (ACM) assists the City of Norman to collect insurance funds when a City vehicle is damaged by another driver during an auto collision; and
- § 2. WHEREAS, ACM has remitted two (2) payments to the City in the total amount of \$36,699.26 representing funds received from insurance. These funds were forwarded for deposit into the City's Refunds/Reimbursements Miscellaneous Risk Management Account on January 23, 2024 and June 27, 2024; and
- § 3. WHEREAS, these funds should be appropriated to the City vehicle repairs account so repairs or replacement can be made;

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 4. THAT the following appropriation be made as follows:

Account Name	Losing Account	Gaining Account	Amount
Misc. Serv. – Uninsured Losses	439-365264	43330104-44798	\$ 36,699.26

PASSED AND ADOPTED this 9th day of July, 2024.

\_\_\_\_\_  
Larry Heikkila, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Hall, City Clerk



**File Attachments for Item:**

25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-147: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF LOT 1, BLOCK 1 OF BRIDGEVIEW UNITED METHODIST CHURCH ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE LOW DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE OFFICE DESIGNATION. (4300 W. INDIAN HILLS RD.)



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 07/09/2024

**REQUESTER:** Bridgeview United Methodist Church

**PRESENTER:** Jane Hudson, Planning and Community Development Director

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-147: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF LOT 1, BLOCK 1 OF BRIDGEVIEW UNITED METHODIST CHURCH ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE LOW DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE OFFICE DESIGNATION. (4300 W. INDIAN HILLS RD.)

**BACKGROUND:** The subject property is currently zoned R-1, Single-Family Dwelling District, with Special Use for a Church. The applicant is proposing to rezone the property to a SPUD, Simple Planned Unit Development, to allow for church and funeral home uses. The new proposal requires an amendment to the NORMAN 2025 Land Use & Transportation Plan from Low Density Residential to Office for the subject property only. The subject property is approximately 3.67 acres and is currently owned by Bridgeview United Methodist Church.

**STAFF ANALYSIS:** For changes in classification under the NORMAN 2025 Land Use and Transportation Plan, the following information is forwarded for consideration.

The role of the NORMAN 2025 Plan in the City's ongoing and diverse planning activities states the document must be flexible, and that it is updated and amended periodically. The Plan defines the desired land use patterns for use and development of all private sector properties. This Plan will serve as a policy guide for zoning and planning requests as they are presented to the Planning Commission and City Council.

1. ***Has there been a change in circumstances resulting from development of the properties in the general vicinity which suggest that the proposed change will not be contrary to the public interest?***

This area of the City has had many developments recently approved by City Council that have not yet been built. A single-family development, Windstone Addition, was approved to the south and west of this property. Directly north of the subject tract is the recently approved Redlands Addition, which contains residential and commercial uses. Whispering Trails, a commercial and multi-family development, was approved northwest

of the subject property. A large development containing residential, multi-family, senior living, and office/commercial uses was approved for Bridgeview at Carrington.

**2. *Is there a determination that the proposed change would not result in adverse land use or adverse traffic impacts to surrounding properties or the vicinity?***

The proposed use does not substantially deviate from existing land use and traffic patterns. Similar to Church uses, funeral homes see periodic levels of higher intensity traffic with stretches of low activity. The impact of the Office Land Use designation on neighboring properties should be negligible. The City Traffic Engineer has determined there are no negative traffic impacts anticipated with this project.

**CONCLUSION:** Staff forwards this request for amendment of the NORMAN 2025 Land Use Plan Amendment from Low Density Residential Designation to Office Designation for the subject property as Resolution R-2324-147 for consideration by City Council.

**PLANNING COMMISSION RESULTS:** At their meeting of June 13, 2024, Planning Commission recommended adoption of Resolution R-2324-147 by a vote of 8-0 with Commissioner Bird abstaining.



R-2324-147

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF LOT 1, BLOCK 1 OF BRIDGEVIEW UNITED METHODIST CHURCH ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE LOW DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE OFFICE DESIGNATION. (4300 W Indian Hills Rd)

- § 1. WHEREAS, the Council of the City of Norman recognizes citizens' concerns about the future development of Norman; and
- § 2. WHEREAS, the City Council at its meeting of November 16, 2004, reviewed and adopted the NORMAN 2025 Land Use and Transportation Plan, with an effective date of December 16, 2004; and
- § 3. WHEREAS, Bridgeview United Methodist Church has requested that the following described property be moved from the Low Density Residential Designation and placed in the Office Designation for the hereinafter described property, to wit:

Lot One (1), Block One (1), of Bridgeview United Methodist Church Addition to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 4. That the Council of the City of Norman recognizes the need to control the future growth of the City of Norman; and, that after due consideration has determined that the requested amendment to the NORMAN 2025 Land Use and Transportation Plan should be adopted, and does hereby approve the requested designation.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Mayor)

ATTEST:

\_\_\_\_\_  
(City Clerk)





## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 06/13/2024

**REQUESTER:** Bridgeview United Methodist Church

**PRESENTER:** Lora Hoggatt, Planning Services Manager

**ITEM TITLE:** CONSIDERATION OF ADOPTION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-53: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOT 1, BLOCK 1 OF BRIDGEVIEW UNITED METHODIST CHURCH ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE-FAMILY DWELLING DISTRICT WITH SPECIAL USE FOR A CHURCH, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT, AND PROVIDING FOR THE SEVERABILITY THEREOF. (4300 W. INDIAN HILLS RD.)

**APPLICANT/REPRESENTATIVE:** Bridgeview United Methodist Church/Joe Krodel, Fellers Snider Attorneys at Law

**WARD:** 3

**CORE AREA:** No

**BACKGROUND:** The subject property was utilized by the Bridgeview United Methodist Church for many years but is now closed. Under the current proposal, the site will be used as a funeral home with related services. No additional structures are proposed. The proposed use requires rezoning the subject property from the existing R-1, Single-Family Dwelling District, with Special Use for a Church, to SPUD, Simple Planned Unit Development.

### **PROCEDURAL REQUIREMENTS:**

#### **GREENBELT COMMISSION:**

A Greenbelt Enhancement Statement was not required for this application because the property is platted and a NORMAN 2025 amendment is not required.

#### **PRE-DEVELOPMENT: PD24-06, May 23, 2024**

One neighbor had concerns the funeral home would want to use the large green space around the structure to create a cemetery for the funeral home. The applicant stated they have no intent, nor have they filed to add a cemetery to the use, because it is not profitable for the amount of

square footage on the parcel. The resident stated she was protesting the project; staff explained the protest process to the resident. There were no other residents in attendance.

**BOARD OF PARK COMMISSIONERS:**

This application was not required to go to the Board because the site is platted.

**ZONING ORDINANCE CITATION:**

**SEC 36-510 – SIMPLE PLANNED UNIT DEVELOPMENTS**

1. General Description. The Simple Planned Unit Development referred to as SPUD, is a special zoning district that provides an alternate approach to the conventional land use controls and to a PUD, Planned Unit Development to maximize the unique physical features of a particular site and produce unique, creative, progressive, or quality land developments.

The SPUD may be used for particular tracts or parcels of land that are to be developed, according to a SPUD Narrative and a Development Plan Map and contains less than five (5) acres.

The SPUD is subject to review procedures by Planning Commission and adoption by City Council.

2. Statement of Purpose. It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of comprehensive plan of record. In addition the SPUD provides for the following:

Encourage efficient, innovative use of land in the placement and/or clustering of buildings in a development and protect the health, safety and welfare of the community.

Contribute to the revitalization and/or redevelopment of areas where decline of any type has occurred. Promote infill development that is compatible and harmonious with adjacent uses and would otherwise not be an area that could physically be redeveloped under conventional zoning.

Maintain consistency with the City's Zoning Ordinance, and other applicable plans, policies, standards and regulations on record.

Approval of a zone change to a SPUD adopts the Master Plan prepared by the applicant and reviewed as a part of the application. The SPUD establishes new and specific requirements for the amount and type of land use, residential densities, if appropriate, development regulations and location of specific elements of the development, such as open space and screening.

**STAFF ANALYSIS:**

The particulars of this SPUD include:

**USE:** The proposed uses for the development are included in the SPUD Narrative as Exhibit C. The uses include:

- Funeral Home.
- Church.

**OPEN SPACE/PARKLAND:** The site does not have any changes planned; the existing open space will remain.

**SITE PLAN/ACCESS/SIDEWALKS:** Traffic circulation and access to the Property shall remain as currently exists on the Property. Any future changes to access or circulation will comply with all applicable City of Norman ordinances and regulations.

**SIGNAGE:** All signage shall comply with the applicable requirements contained in the City of Norman Sign Code, Chapter 28, for the commercial uses, as amended from time to time.

**LIGHTING:** All new exterior lighting shall comply with the applicable provisions of the City of Norman's Commercial Outdoor Lighting Standards, as the same may be amended from time to time.

**SANITATION/UTILITIES:** The necessary utility services for this project are already located on or near the Property.

**PARKING:** The Property shall comply with Norman's applicable parking ordinances, as amended from time to time.

**EXTERIOR BUILDING MATERIALS:** The exterior materials of any buildings constructed on the Property may be brick, glass, stone, synthetic stone, stucco, EIFS, masonry, metal accents, composition shingles, and any combination thereof.

**HEIGHT:** No building shall exceed two stories in height, except that a three-story building may be constructed if the required side yard setbacks are increased an additional 5'. The heights of the existing church building and storage buildings are permissible.

**DEVELOPMENT REGULATIONS:** Regulations apply to primary and accessory buildings, except accessory buildings currently existing on the subject property.

- Front Yard Setback – The minimum depth of the front yard setback shall be 25'.
- Side Yard Setback – The minimum depth of the side yard setback shall be 5'.
- Rear Yard Setback – The minimum depth of the rear yard setback shall be 20'.
- Building Coverage – The building coverage allowed shall be no more than 40 percent of the Property.
- Drainage – An offsite detention pond was constructed with the original church building and parking lot to accommodate the stormwater runoff.

**EXISTING ZONING:** The existing zoning for the subject property is R-1, Single-Family Dwelling with Special Use for a Church.

### **ALTERNATIVES/ISSUES:**

**IMPACTS:** The applicant requests to amend their zoning to include funeral homes and supporting activities as an allowable use onsite. The proposed use shall not substantially deviate from the traffic patterns and function of the existing church use, thus adverse effects on neighboring properties is not foreseeable.

**OTHER AGENCY COMMENTS:**

**FIRE DEPARTMENT AND BUILDING PERMIT REVIEW:** Items regarding fire hydrants and fire/building codes will be considered at the building permit stage.

**PUBLIC WORKS/ENGINEERING:** The subject property is already platted; Engineering review was not required for the zoning application.

**TRAFFIC ENGINEER:** Traffic review was not applicable for this application.

**UTILITIES:** City utilities are available for this location. The dumpster location will remain the same.

**CONCLUSION:** Staff forwards this request for rezoning to a SPUD, Simple Planned Unit Development for approximately 3.67 acres, and Ordinance O-2324-53 to the Planning Commission for consideration and recommendation to City Council.

**Motion** by Steven McDaniel to approve Erica Bird's recusal from items 5 and 6; **Second** Cameron Brewer.

*The motion for Erica Bird's recusal was approved unanimously with a vote of 8-0.*

### **Bridgeview Rezoning & NORMAN 2025**

5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-147: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF LOT 1, BLOCK 1 OF BRIDGEVIEW UNITED METHODIST CHURCH ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE LOW DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE OFFICE DESIGNATION. (4300 W. INDIAN HILLS RD.)

#### **ITEMS SUBMITTED FOR THE RECORD:**

1. Staff Report
2. 2025 Land Use Map

### **Staff Presentation**

Lora Hoggatt presented the staff report and PowerPoint. The applicant is applying to rezone the property with special use for church and funeral home operations.

Michael Jablonski asked about one of the protest letters regarding a possible legal issue with the sewer and drainage pond.

Beth Muckala, Assistant City Attorney II, explained that Public Works and Utilities have looked at the plat filed and are allowing this application to move forward.

### **Applicant Presentation**

Joe Krodel, representing the applicant, explained they are asking for the allowance of a funeral home with no intentions of cremation, embalming, or a cemetery.

John Davenport, Tribute Memorial Care, talked about being a local business that has been operating for 9 years now. They met with Windstone community members prior to the meeting.

Jim Griffith inquired how much land, in addition to the building, is owned by Mr. Davenport. Mr. Davenport responded that they own about 30 acres total.

### **Public Comments**

None

### **Commission Discussion**

None

**Motion** by Liz McKown to recommend approval of R-2324-147 to City Council; **Second** by Maria Kindel.

***The motion passed with a vote of 8-0 with Commissioner Bird abstaining.***

6. CONSIDERATION OF ADOPTION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-53: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOT 1, BLOCK 1 OF BRIDGEVIEW UNITED METHODIST CHURCH ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE-FAMILY DWELLING DISTRICT WITH SPECIAL USE FOR A CHURCH, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT, AND PROVIDING FOR THE SEVERABILITY THEREOF. (4300 W. INDIAN HILLS RD.)

**ITEMS SUBMITTED FOR THE RECORD:**

1. Staff Report
2. Location Map
3. SPUD Narrative
4. Site Plan
5. Pre-Development Summary
6. Protest Map (6-11-24)
7. Protest Letter
8. Protest Map (6-7-24)
9. Protest Letter

**Staff Presentation**

Same for previous item

**Applicant Presentation**

Same for previous item

**Public Comments**

None

**Commission Discussion**

None

**Motion** by Cameron Brewer to recommend adoption of Ordinance O-2324-53 to City Council;  
**Second** by Maria Kindel.

***The motion passed with a vote of 8-0 with Commissioner Bird abstaining.***



**File Attachments for Item:**

26. CONSIDERATION OF ADOPTION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-53 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOT 1, BLOCK 1 OF BRIDGEVIEW UNITED METHODIST CHURCH ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE-FAMILY DWELLING DISTRICT WITH SPECIAL USE FOR A CHURCH, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT, AND PROVIDING FOR THE SEVERABILITY THEREOF. (4300 W. INDIAN HILLS RD.)



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 07/09/2024

**REQUESTER:** Bridgeview United Methodist Church

**PRESENTER:** Jane Hudson, Planning and Community Development Director

**ITEM TITLE:** CONSIDERATION OF ADOPTION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-53 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOT 1, BLOCK 1 OF BRIDGEVIEW UNITED METHODIST CHURCH ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE-FAMILY DWELLING DISTRICT WITH SPECIAL USE FOR A CHURCH, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT, AND PROVIDING FOR THE SEVERABILITY THEREOF. (4300 W. INDIAN HILLS RD.)

**APPLICANT/REPRESENTATIVE:** Bridgeview United Methodist Church/Joe Krodel, Fellers Snider Attorneys at Law

**WARD:** 3

**CORE AREA:** No

**BACKGROUND:** The subject property was utilized by the Bridgeview United Methodist Church for many years but is now closed. Under the current proposal, the site will be used as a funeral home with related services. No additional structures are proposed. The proposed use requires rezoning the subject property from the existing R-1, Single-Family Dwelling District, with Special Use for a Church, to SPUD, Simple Planned Unit Development.

### **PROCEDURAL REQUIREMENTS:**

**GREENBELT COMMISSION:** GBC24-10, May 21, 2024

The Greenbelt Commission voted to forward this application to Planning Commission with no additional comments.

**PRE-DEVELOPMENT:** PD24-06, May 23, 2024

One neighbor had concerns the funeral home would want to use the large green space around the structure to create a cemetery for the funeral home. The applicant stated they have no intent, nor have they filed to add a cemetery to the use, because it is not profitable for the amount of

square footage on the parcel. The resident stated she was protesting the project; staff explained the protest process to the resident. There were no other residents in attendance.

**BOARD OF PARK COMMISSIONERS:**

This application was not required to go to the Board because the site is platted.

**ZONING ORDINANCE CITATION:**

**SEC 36-510 – SIMPLE PLANNED UNIT DEVELOPMENTS**

1. General Description. The Simple Planned Unit Development referred to as SPUD, is a special zoning district that provides an alternate approach to the conventional land use controls and to a PUD, Planned Unit Development to maximize the unique physical features of a particular site and produce unique, creative, progressive, or quality land developments.

The SPUD may be used for particular tracts or parcels of land that are to be developed, according to a SPUD Narrative and a Development Plan Map and contains less than five (5) acres.

The SPUD is subject to review procedures by Planning Commission and adoption by City Council.

2. Statement of Purpose. It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of comprehensive plan of record. In addition the SPUD provides for the following:

Encourage efficient, innovative use of land in the placement and/or clustering of buildings in a development and protect the health, safety and welfare of the community.

Contribute to the revitalization and/or redevelopment of areas where decline of any type has occurred. Promote infill development that is compatible and harmonious with adjacent uses and would otherwise not be an area that could physically be redeveloped under conventional zoning.

Maintain consistency with the City's Zoning Ordinance, and other applicable plans, policies, standards and regulations on record.

Approval of a zone change to a SPUD adopts the Master Plan prepared by the applicant and reviewed as a part of the application. The SPUD establishes new and specific requirements for the amount and type of land use, residential densities, if appropriate, development regulations and location of specific elements of the development, such as open space and screening.

**STAFF ANALYSIS:** The particulars of this SPUD include:

**USE:** The proposed uses for the development are included in the SPUD Narrative as Exhibit C. The uses include:

- Funeral Home.
- Church.

**OPEN SPACE/PARKLAND:** The site does not have any changes planned; the existing open space will remain.

**SITE PLAN/ACCESS/SIDEWALKS:** Traffic circulation and access to the Property shall remain as currently exists on the Property. Any future changes to access or circulation will comply with all applicable City of Norman ordinances and regulations.

**SIGNAGE:** All signage shall comply with the applicable requirements contained in the City of Norman Sign Code, Chapter 28, for the commercial uses, as amended from time to time.

**LIGHTING:** All new exterior lighting shall comply with the applicable provisions of the City of Norman's Commercial Outdoor Lighting Standards, as the same may be amended from time to time.

**SANITATION/UTILITIES:** The necessary utility services for this project are already located on or near the Property.

**PARKING:** The Property shall comply with Norman's applicable parking ordinances, as amended from time to time.

**EXTERIOR BUILDING MATERIALS:** The exterior materials of any buildings constructed on the Property may be brick, glass, stone, synthetic stone, stucco, EIFS, masonry, metal accents, composition shingles, and any combination thereof.

**HEIGHT:** No building shall exceed two stories in height, except that a three-story building may be constructed if the required side yard setbacks are increased an additional 5'. The heights of the existing church building and storage buildings are permissible.

**DEVELOPMENT REGULATIONS:** Regulations apply to primary and accessory buildings, except accessory buildings currently existing on the subject property.

- Front Yard Setback – The minimum depth of the front yard setback shall be 25'.
- Side Yard Setback – The minimum depth of the side yard setback shall be 5'.
- Rear Yard Setback – The minimum depth of the rear yard setback shall be 20'.
- Building Coverage – The building coverage allowed shall be no more than 40 percent of the Property.
- Drainage – An offsite detention pond was constructed with the original church building and parking lot to accommodate the stormwater runoff.

**EXISTING ZONING:** The existing zoning for the subject property is R-1, Single-Family Dwelling with Special Use for a Church.

### **ALTERNATIVES/ISSUES:**

**IMPACTS:** The applicant requests to amend their zoning to include funeral homes and supporting activities as an allowable use onsite. The proposed use shall not substantially deviate from the traffic patterns and function of the existing church use, thus adverse effects on neighboring properties is not foreseeable.

**OTHER AGENCY COMMENTS:**

**FIRE DEPARTMENT AND BUILDING PERMIT REVIEW:** Items regarding fire hydrants and fire/building codes will be considered at the building permit stage.

**PUBLIC WORKS/ENGINEERING:** The subject property is already platted; Engineering review was not required for the zoning application.

**TRAFFIC ENGINEER:** Traffic review was not applicable for this application.

**UTILITIES:** City utilities are available for this location. The dumpster location will remain the same.

**CONCLUSION:** Staff forwards this request for rezoning to a SPUD, Simple Planned Unit Development, for approximately 3.67 acres, and Ordinance O-2324-53 for consideration by City Council.

**PLANNING COMMISSION RESULTS:** At their meeting on June 13, 2024, Planning Commission recommended adoption of Ordinance O-2324-53 by a vote of 8-0 with Commissioner Bird abstaining.

O-2324-53

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOT 1, BLOCK 1 OF BRIDGEVIEW UNITED METHODIST CHURCH ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE-FAMILY DWELLING DISTRICT WITH SPECIAL USE FOR A CHURCH, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (4300 W Indian Hills Rd)

- § 1. WHEREAS, Bridgeview United Methodist Church, the owners of the hereinafter described property, have made application to have the subject property removed from the R-1, Single-Family Dwelling District, with Special Use for a Church, and placed in the SPUD, Simple Planned Unit Development District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing on June 13, 2024 as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 4. That Section 36-201 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the R-1, Single-Family Dwelling District, with Special Use for a Church, and place the same in the SPUD, Simple Planned Unit Development District, to wit:

Lot One (1), Block One (1), of Bridgeview United Methodist Church Addition to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

Ordinance No. O-2324-53

Page 2

§ 5. Further, pursuant to the provisions of Section 36-510 of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:

- a. The site shall be developed in accordance with the SPUD Narrative, Site Development Plan, and supporting documentation, which are made a part hereof.

§ 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

NOT ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
(Mayor)

ATTEST:

\_\_\_\_\_  
(City Clerk)





# 4300 W INDIAN HILLS ROAD

## SIMPLE PLANNED UNIT DEVELOPMENT

APPLICANT:

***BRIDGEVIEW UNITED METHODIST CHURCH, INC.***

APPLICATION FOR:

SIMPLE PLANNED UNIT DEVELOPMENT

SUBMITTED: MAY 1, 2024

RE-SUBMITTED: JUNE 7, 2024

PREPARED BY:

**FELLERS, SNIDER, BLANKENSHIP, BAILEY & TIPPENS, P.C.  
100 NORTH BROADWAY, SUITE 1700  
OKLAHOMA CITY, OK 73102**

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- A. Legal Description
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## **I. INTRODUCTION**

This Simple Planned Unit Development (the “**SPUD**”) is being submitted for the property located at 4300 W. Indian Hills Road, as more particularly described on **Exhibit A** (the “**Property**”). This SPUD seeks to allow for the existing church building to be used as a funeral home, in accordance with the terms of this SPUD, see Allowable Uses, **Exhibit C**.

## **II. PROPERTY DESCRIPTIONS; EXISTING CONDITIONS**

### **A. Location**

The Property is located at 4300 W. Indian Hills Road, South of West Indian Hills Road, East of 48<sup>th</sup> Ave NW, and West of 36<sup>th</sup> Ave NW.

### **B. Existing Land Use and Zoning**

The existing zoning is R-1, Single-Family Dwelling, with an approved Special Use for a church and the existing NORMAN 2025 Land Use Plan designation is Low Density Residential.

### **C. Elevation and Topography**

The Property is currently improved with the existing church building and storage buildings. The existing church building will be used for the funeral home. The topography of the Property gently slopes from the Northwest corner of the Property down to the Southeast corner of the Property.

### **D. Utility Services**

The necessary utility services for this project are already located on or near the Property.

### **E. Fire Protection Services**

Fire protection services shall be provided in accordance with all applicable City of Norman regulations for such services.

### **F. Traffic Circulation and Access**

Traffic circulation and access to the Property shall remain as currently exists on the Property. Any future changes to access or circulation will comply with all applicable City of Norman ordinances and regulations.

## **III. DEVELOPMENT PLAN AND DESIGN CONCEPT**

### **A. Uses Permitted**

This SPUD will allow for the existing church building to be used as a funeral home. A complete list of allowable uses on the Property is attached as **Exhibit C**.

**B. Site Plan**

The Property's existing layout and improvements are shown on the Site Development Plan, attached hereto as **Exhibit B**. While no additional improvements are anticipated, changes to the Site Development Plan shall be allowed in accordance with Section 36-510 of the City of Norman's SPUD Ordinance, as may be amended from time to time.

**C. Traffic access/circulation/sidewalks**

Traffic circulation and access to the Property shall remain as currently exists on the Property. Any future changes to access or circulation will comply with all applicable City of Norman ordinances and regulations.

**D. Signage**

No additional signage is anticipated. If any additional signage is added, it shall comply with the applicable requirements contained in the City of Norman Sign Code, Chapter 28, for commercial zone sign standards, as amended from time to time.

**E. Lighting**

All new exterior lighting shall comply with the applicable provisions of the City of Norman's Commercial Outdoor Lighting Standards, as the same may be amended from time to time.

**F. Height**

No building shall exceed two stories in height, except that a three-story building may be constructed if the required side yard setbacks are increased an additional five feet. The heights of the existing church building and storage buildings are permissible.

**G. Parking**

The Property shall comply with Norman's applicable parking ordinances, as amended from time to time.

**H. Exterior Materials**

The exterior materials of any buildings constructed on the Property may be brick, glass, stone, synthetic stone, stucco, EIFS, masonry, metal accents, composition shingles, and any combination thereof.

## **I. Development Regulations**

These regulations apply to primary and accessory buildings.

**Front Yard Setback** – The minimum depth of the front yard setback shall be 25 feet.

**Side Yard Setback** – The minimum depth of the side yard setback shall be 5 feet.

**Rear Yard Setback** – The minimum depth of the rear yard setback shall be 20 feet as applied to the existing church building. Existing accessory buildings are exempt from this requirement.

**Drainage** – An offsite detention pond was constructed with the original church building and parking lot to accommodate the stormwater runoff.

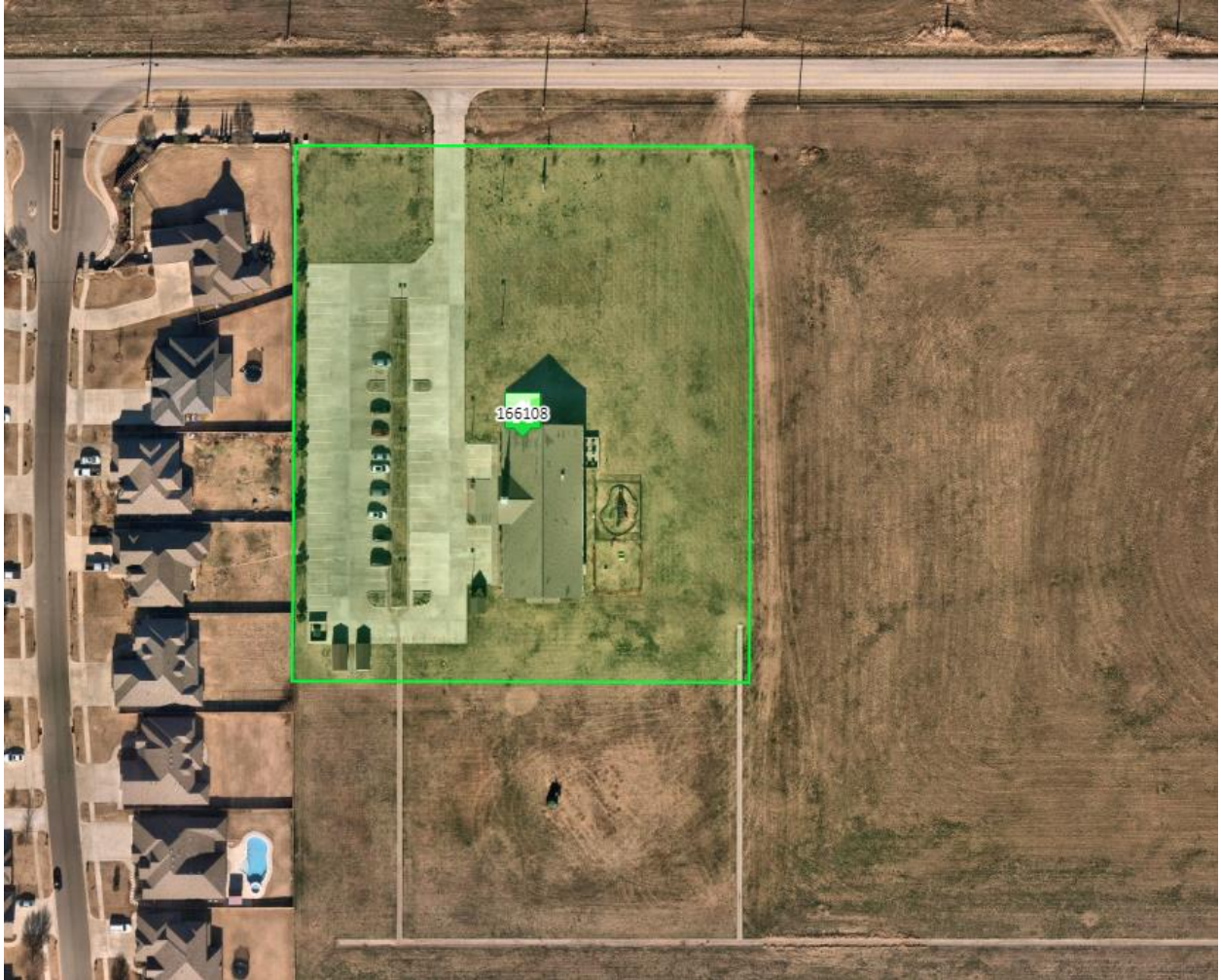
**EXHIBIT A**

Legal Description of the Property

Lot One (1), Block One (1), of Bridgeview United Methodist Church Addition to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

**EXHIBIT B**

Site Development Plan



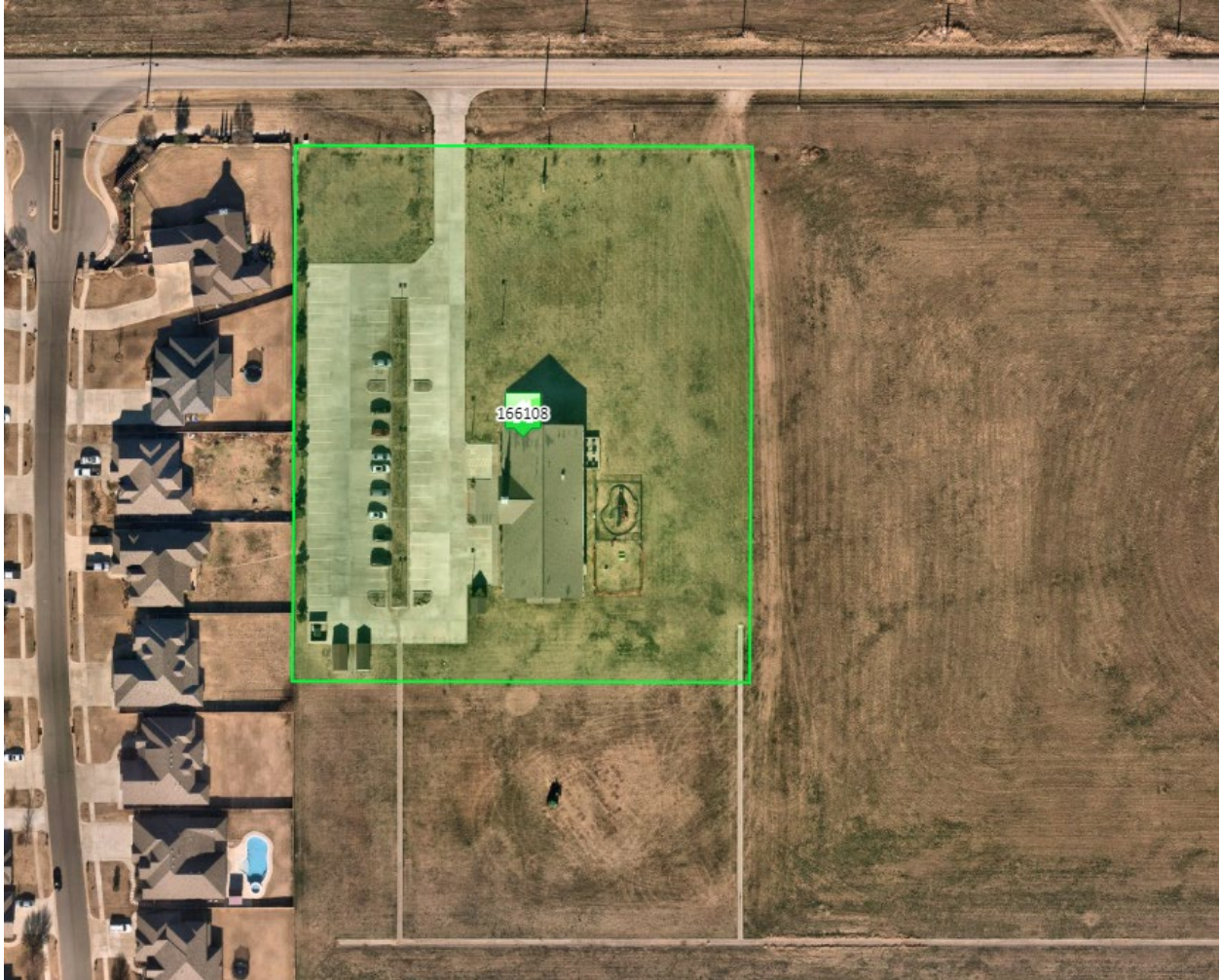
**EXHIBIT C**  
Allowable Uses

- Funeral Home.
- Church.



**EXHIBIT B**

Site Development Plan



City of Norman  
City Clerk/ Brenda Hall

5/21/2024

Re: Bridgeview United Methodist Church

Hello Mrs. Hall.

Please accept this letter as my official protest for the zoning request from R-1 to SPUD requested by Bridgeview United Methodist Church.

Sewer was provided to this property at no charge thru a private sewer easement for the exclusive use of a church only, a filed copy of the easement is attached. The proposed use as a funeral home violates the easement agreement. Storm sewer and detention was also provided at no charge thru the same agreement and for the exclusive use of a church. This agreement was put in place to assure that the use will continue to be residential and not anything else. It was also to assure that we as a developers would have the first right of refusal to purchase this property if it ever became available for sale, again to assure that the use to the east would remain residential in order to comply with 2025 land use plan and to protect property values of residents in Windstone Addition. We made a tremendous investment to assure all of this only to see the applicant breach our agreement by trying to put a business in the middle of residential settings.



Sassan K. Moghadam (Manager)  
L&S Development II, LLC

FILED IN THE OFFICE  
OF THE CITY CLERK  
ON 5-21-24

**DRAINAGE AND ACCESS EASEMENT**

19/I  
This Agreement made and entered into this 21<sup>st</sup> day of February, 2013, by the L & S DEVELOPMENT II, LLC, an Oklahoma limited liability company, the owner of the legal and equitable title to the Property covered by this private easement as such easement is described on **EXHIBIT A** "Grantor," in consideration of the sum of TEN and NO/100THS DOLLARS (\$10.00) and other good and valuable consideration duly paid by the Grantee herein, the receipt of which is acknowledged, do grant and convey to BRIDGEVIEW UNITED METHODIST CHURCH, INC, "Grantee", an exclusive, non-assignable, perpetual private easement through, over, under and across the following described real property and premises situated in Norman, Cleveland County, State of Oklahoma as described and shown on the attached **EXHIBIT A** (the "Property").

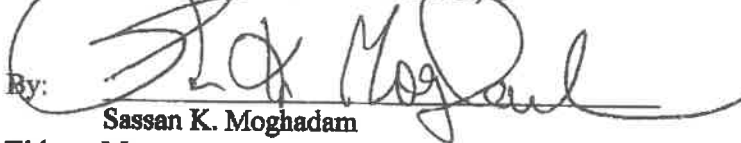
This private easement is for the purpose of permitting the Grantee exclusively in conjunction with Grantor and any other of Grantor's successors or assigns, the right to construct sanitary and storm sewer improvements and utilities through, over, under, and across the Property, together with all necessary and convenient appurtenances on the Property; and to use and maintain the same and of affording Grantee the right to enter upon the Property for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying and maintaining, and for the further purpose of enabling the Grantee to do any and all convenient things incident to the construction, operation, repairing, and maintaining of said sanitary and storm sewer improvements and utilities.

It is the intent that this easement be exclusive to, and non-assignable by, Grantee. This easement is specifically non-assignable by Grantee and in the event that Grantee wishes to extend any rights or interest to this easement to any third parties, directly or indirectly, Grantee must prior written consent from Grantor for any such assignment. The intent is that only Grantee is being extended rights to connect into sanitary and storm water facilities through Grantor's Property and that if Grantee intends to extend facilities on to any properties beyond Grantee, then Grantee must obtain prior written consent of Grantor. This easement is a private grant only and is not intended to be a public easement. This easement is appurtenant only to Grantee's property that is described as follows:

3 9 2W 30.26AC PRT NW/4 BEG NE/C NW/4 W980' S1333.47' E980'  
N1333.47' POB; Cleveland County Assessor Account R0139063; Cleveland  
County Assessor Parcel SDC2 9 3W 3 014

TO HAVE AND TO HOLD the easement to Grantee forever. Executed on the day and year written above.

"Grantor"; L & S DEVELOPMENT II, LLC

By:   
Sassan K. Moghadam

Title: Manager

State of Oklahoma     )  
                                       )  
 County of Cleveland    )     ss

This instrument was acknowledged before me on 02/21, 2013 by Sassan K. Moghadam as Manager of the L & S DEVELOPMENT II, LLC. Said person(s) personally appeared before me and the signature on this document is said persons' true signature. Said person acknowledged to me that he or she voluntarily executed this document and that he and/or she intends the document to be used for the purposes set forth herein.

N.P. Seal:



N.P. signature:

[Handwritten Signature]

N.P. commission expires:

05/22/16

N.P. commission number:

7176

**EXHIBIT A**

Legal description of Easement area being granted herein.

OFF-SITE UTILITY EASEMENT  
BRIDGEVIEW UNITED METHODIST CHURCH ADDITION  
NORMAN, OKLAHOMA

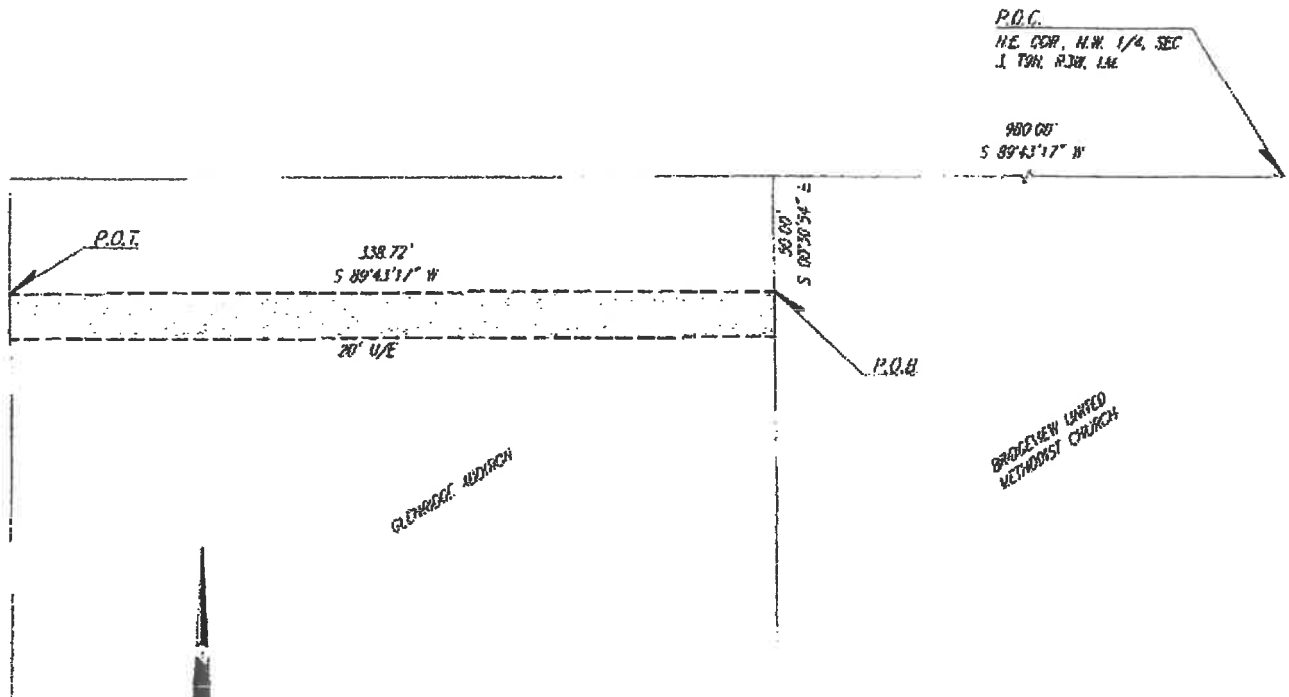
A utility easement lying in the Northwest Quarter (N.W.1/4) of Section Three (3), Township Nine (9) North, Range Three (3) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

COMMENCING at the Northeast corner of said N.W. ¼; THENCE South 89°43'17" West along the North line of said N.W. ¼ a distance of 980.00 feet to the Northwest corner of the filed final plat of BRIDGEVIEW UNITED METHODIST CHURCH ADDITION (as filed in Book 23 of Plats, Page 46); THENCE South 00°30'54" East a distance of 50.00 feet to the POINT OF BEGINNING;

Said easement being a 20.00 feet wide utility easement being 20.00 feet left of and parallel to the following described line:

THENCE South 89°43'17" West a distance of 338.72 feet to the POINT OF TERMINATION.

Sides of said easement being lengthened or foreshortened so as to terminate at their intersection with easement or parcel lines.



SCALE: 1" = 80'

LEGAL DESCRIPTION  
OFF-SITE UTILITY EASEMENT  
BRIDGEVIEW UNITED METHODIST CHURCH ADDITION  
NORMAN, OKLAHOMA

City of Norman Planning and Development Department  
225 N. Webster Ave.  
Norman, OK. 73069

FILED IN THE OFFICE  
OF THE CITY CLERK

ON 6-10-24

Please consider my comments regarding a rezoning request for the Bridgeview United Methodist Church on Indian Hill Road in Norman. As the owner of a property within 350 feet of the applicant's property, I received notice of the zoning request (see attached copy of the notification letter) and oppose the request. I cannot attend the Planning Commission hearing on June 13, 2024 due to a pre-existing commitment which requires me to be out of state.

My comments and concerns are as follows:

(1) A funeral home business will certainly bring with it funeral processions. The long slow line of cars in a funeral procession is not compatible with how traffic moves on 50 mph, 2-lane Indian Hills Road. Indian Hills is a high-speed connector facilitating access to I-35. The freeway ramps next-closest to Indian Hills are 2 miles away to the north at 19th street in Moore and 2 miles south at Tecumseh in Norman making it the logical means of access to I-35 for many homes in this area. Bridgeview Church is located about mid-way on a 1-mile long stretch of Indian Hills between NW 36th and NW48th. A slow-moving procession will obstruct an approximately half mile stretch of the high-speed traffic flow on Indian Hills.

Not only will funeral home processions not fit in with the current traffic flows, there is more residential construction occurring now in neighborhoods nearby which contributes today to traffic growth on Indian Hills. And there is planned development in the immediate area which includes the east-west connector portion of the OTA turnpike expansion, numerous neighborhoods platted to the north directly across Indian Hills from Bridgeview Church and our neighborhood, and to the west and south of our neighborhood. Traffic conditions will only be made worse with funeral processions. From a public safety and convenience perspective, the City should be concerned about and prevent such traffic impacts and not allow the requested re-zoning.

(2) There will be significant traffic inconvenience for our neighborhood. The Windstone neighborhood has only one means of entrance/exit, namely,



Windstone Drive, a 2-lane street which intersects Indian Hills immediately to the west of Bridgeview Church.

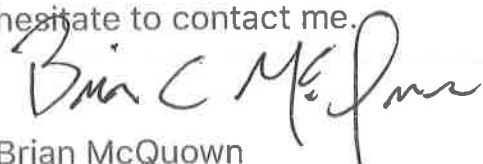
The traffic in our neighborhood consists of the kinds of vehicles you would expect in a neighborhood of single-family homes, but also includes school buses, the occasional emergency vehicle, and delivery trucks all day long. Also, the neighborhood is still under construction and heavy trucks and various construction vehicles are in and out all day long.

I envision a scenario where vehicles wishing to leave the neighborhood form a line inside the neighborhood to wait for a funeral procession to pass. This could happen frequently if the business is successful. This would be most acute for a west-bound funeral procession, where residents would be unable to turn left onto Indian Hills and leave the neighborhood. But it could also be true for east-bound processions where eastbound traffic on Indian Hills encounters the procession and stops to wait thus blocking traffic attempting to leave our neighborhood. This would be an unreasonable impact that could be prevented by declining the request to rezone.

(3) I am aware that one of our neighbors is involved with a nearby church community looking for a new home. It seems the City's preference should be to work with and provide an incentive to citizens that can offer a like-kind use for the existing building instead of rezoning it.

(4) I have a concern about our property value declining, including a concern about the possibility of a cemetery on the Bridgeview property in the future. This is exacerbated by the traffic concerns described above.

Thank you for your consideration. If you have questions, please don't hesitate to contact me.



Brian McQuown  
5913 Windstone Drive  
Norman, OK. 73072  
(702) 296-5611

JUNE 10, 2024





# The City of NORMAN

225 N. Webster Ave.  
Norman, Oklahoma 73069

Item 26.  
PLANNING AND COMMUNITY  
DEVELOPMENT DEPARTMENT  
Phone: 405-307-7112

FILED IN THE OFFICE  
OF THE CITY CLERK

ON 6-10-24

MCQUOWN, BRIAN C & ROBIN E-REV LIV TRT-TRTEES  
5913 WINDSTONE DR  
NORMAN OK 73072

## NOTICE OF REQUEST FOR NORMAN 2025 LAND USE AND TRANSPORTATION PLAN AMENDMENT AND REZONING

May 22, 2024

DEAR CITIZEN:

The purpose of this letter is to formally provide you with Legal Notice that Bridgeview United Methodist Church has requested amendment of the NORMAN 2025 Land Use and Transportation Plan from Low Density Residential Designation to Office Designation and rezoning from R-1, Single-Family Dwelling District, with Special Use for a Church, to SPUD, Simple Planned Unit Development, for property generally located at 4300 W Indian Hills Rd. You, as the owner of property within 350 feet of the applicant's property are being notified by mail so that you may have the opportunity, if you so desire, to express yourself as to whether or not this request should be approved. The Planning Commission will conduct a Public Hearing on the requested Land Use Plan Amendment and rezoning on Thursday, June 13, 2024, at 5:30 p.m. in the Council Chambers of the Norman Municipal Building located at 201 West Gray Street, Norman, Oklahoma. At that meeting, the public is invited to appear and protest or support the requested Land Use Plan Amendment and the rezoning. Any protest must be in writing and include a signature and be filed with the City Clerk prior to 5:00 p.m. on Monday, June 10, 2024, in order to be reported to the Planning Commission. If the property owner of record with Cleveland County is a corporation, trust or other non-individual entity, you **MUST** provide your affiliation with the entity and your authorization to sign on its behalf or your protest can not be reflected on the protest map. Any protests received after that deadline will be reported to the City Council. Please be advised that e-mail transmissions cannot be considered as legal protest or support. The subject property is more particularly described as follows:

Lot One (1), Block One (1), of Bridgeview United Methodist Church Addition to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

Said tract contains 3.67 acres more or less.

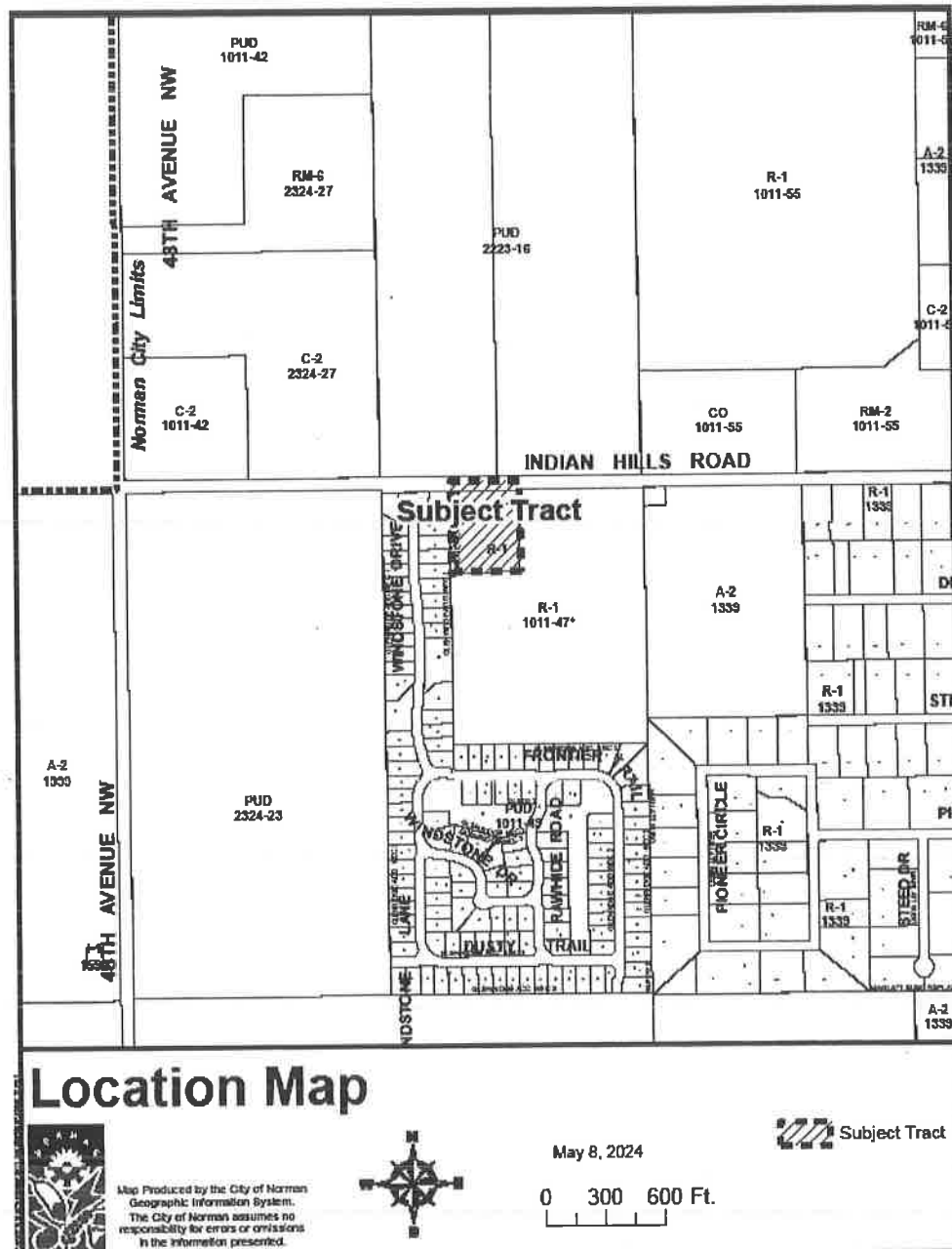
Said proposed Land Use Plan Amendment and/or Ordinance will be brought up for hearing and final passage at a City Council meeting subsequent to the Planning Commission meeting, and may be continued from time to time. Should you have a question regarding this letter of notice or the enclosed map, please call the Norman

Building an Inclusive Community

Planning Department at 405-307-7112. A staff member in the Department will be pleased to discuss this application and assist in answering your questions.

You should already have received notice of a Pre-Development meeting about this project to be held on May 23, 2024. This notice does not change that prior notice or the Pre-Development meeting date and time in any way.

Secretary,  
Norman Planning Commission  
225 N. Webster Ave. (P.O. Box 370)  
Norman, OK 73069 (73070)



## Estate Planning Information for Brian C. McQuown and Robin E. McQuown

**The name of my Trust is:** The Brian C. McQuown and Robin E. McQuown Revocable Living Trust (see Section 1.1 of Trust Document)

**The date of my Trust is:** June 2, 2021 (See signature page of Trust Document)

**The Trustors of my Trust are:** Brian C. McQuown and Robin E. McQuown as Co-Trustors (See Section 1.5 of Trust Document)

**The Trustees of my Trust are:** Brian C. McQuown and Robin E. McQuown as Co-Trustees (See Section 1.6 of Trust Document)

**The Successor Trustees of my Trust are:** Anna McQuown & Abigail Elizabeth McQuown as Co-Trustees (See Section 1.7 of Trust Document)

**My Distribution provision is:** (See Section 4.3 of Trust Document)

**The Executor(s) of my Last Will And Testament is:** My Spouse – First Executor  
Anna McQuown & Abigail Elizabeth McQuown as alternate Co-Executors  
(See Section 3 of Pour-over Will)

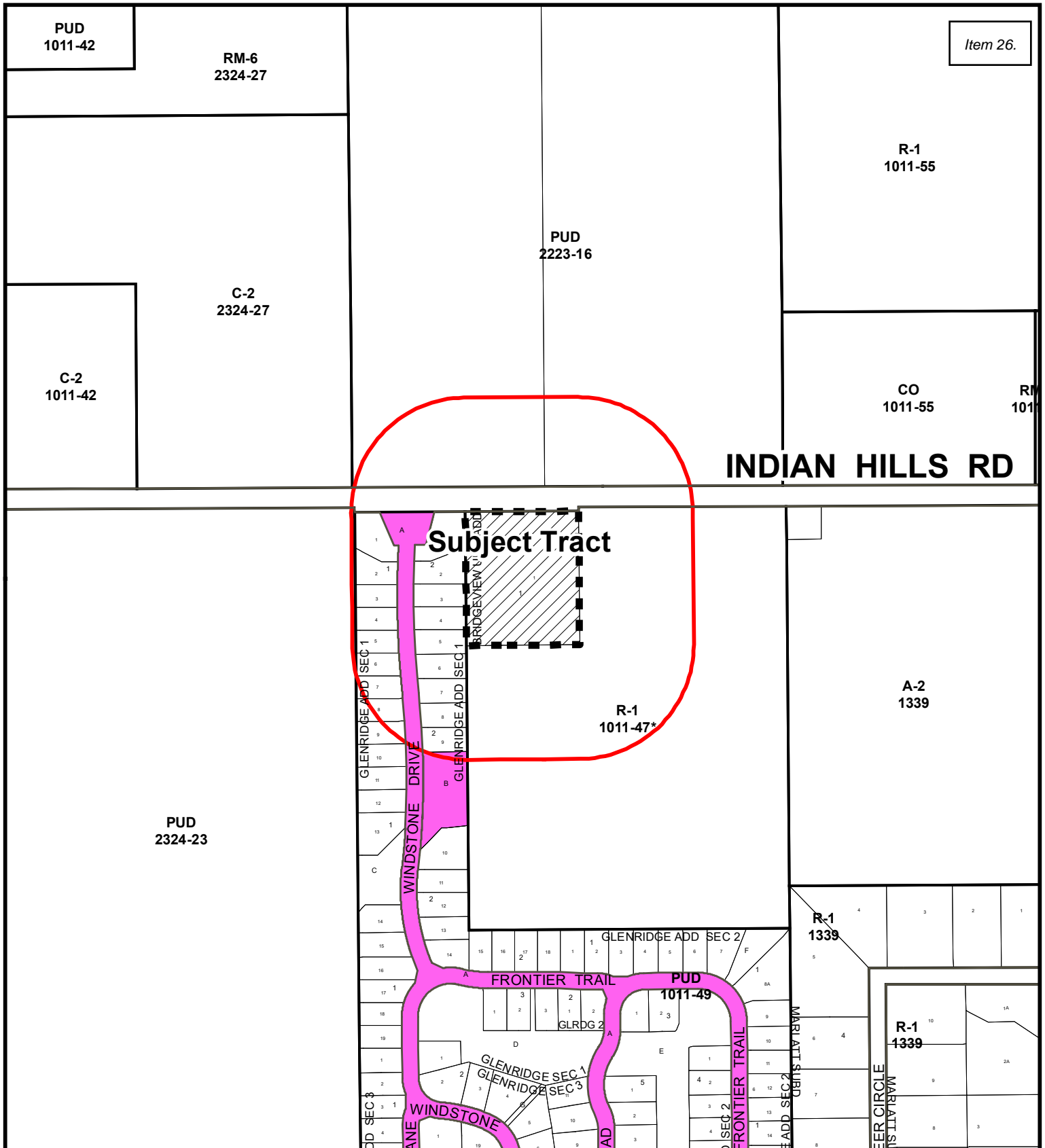
**The Agent(s) under my Financial Power of Attorney is:** My Spouse – First Agent  
Anna McQuown & Abigail Elizabeth McQuown As Alternate Co-Agents  
(See Sections 1 and 4 of Financial Power of Attorney)

**The Agent(s) under my Health Care Power of Attorney is:** My Spouse – First Agent  
Anna McQuown & Abigail Elizabeth McQuown As Alternate Co-Agents  
(See Sections 1 and 7 of Health Care Power of Attorney)

**The Health Care Proxy(ies) under My Living Will is:** My Spouse – First Proxy  
Anna McQuown & Abigail Elizabeth McQuown As Alternate Co-proxies  
(See Sections II of Advance Directive)

**PLEASE DO NOT WRITE ON YOUR ORIGINAL ESTATE PLANNING DOCUMENTS.  
Contact Integritas Estate Plans, LLC to make any changes to your estate planning.**



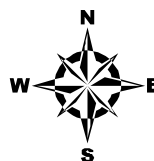


# Protest Map



5.5% Protest Within Notification Area

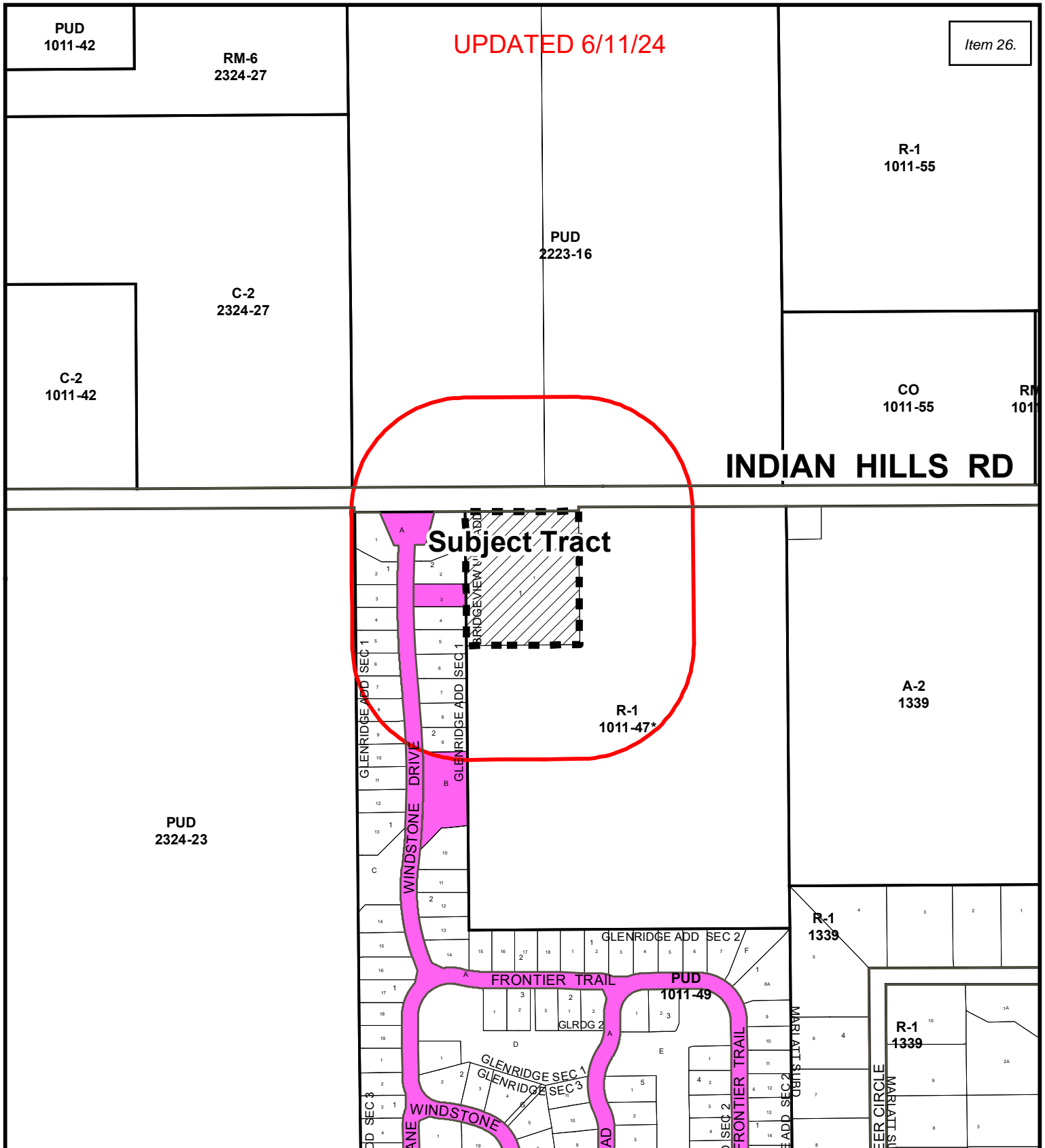
Map Produced by the City of Norman  
Geographic Information System.  
The City of Norman assumes no  
responsibility for errors or omissions  
in the information presented.



0 200 400 Feet

June 7, 2024

- Subject Tract
- Notification Area
- Protest



UPDATED 6/11/24

Item 26.

INDIAN HILLS RD

Subject Tract

R-1  
1011-47\*

PUD  
2324-23

R-1  
1339

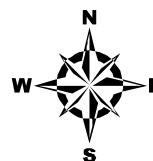
R-1  
1339

# Protest Map



6.9% Protest Within Notification Area

Map Produced by the City of Norman  
Geographic Information System.  
The City of Norman assumes no  
responsibility for errors or omissions  
in the information presented.



0 200 400 Feet

June 11, 2024

-  Subject Tract
-  Notification Area
-  Protest

**Applicant:** Bridgeview United Methodist Church

**Project Location:** 4300 W. Indian Hills

**Case Number:** PD24-06

**Time:** 5:30PM

**Applicant/Representative:**

Gunner Joyce

**Attendees:**

Erica Bird, Planning Commission Chair

Katee Bailey

**City Staff**

Kelly Abell, Planner I

Beth Muckala, City Attorney

**Application Summary:**

The applicant requests rezoning of this property to a SPUD, Simple Planned Unit Development and to amend the NORMAN 2025 Land Use designation to allow for a funeral home on this site.

**Neighbor's Comments/Concerns/Responses**

One neighbor had concerns the funeral home would want to use the large green space around the structure to create a cemetery for the funeral home. The applicant stated they have no intent, nor have they filed to add a cemetery to the use, because it is not profitable for the amount of square footage on the parcel. The resident stated she was protesting the project; staff explained the protest process to the resident. There were no other residents in attendance.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 06/13/2024

**REQUESTER:** Bridgeview United Methodist Church

**PRESENTER:** Lora Hoggatt, Planning Services Manager

**ITEM TITLE:** CONSIDERATION OF ADOPTION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-53: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOT 1, BLOCK 1 OF BRIDGEVIEW UNITED METHODIST CHURCH ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE-FAMILY DWELLING DISTRICT WITH SPECIAL USE FOR A CHURCH, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT, AND PROVIDING FOR THE SEVERABILITY THEREOF. (4300 W. INDIAN HILLS RD.)

**APPLICANT/REPRESENTATIVE:** Bridgeview United Methodist Church/Joe Krodel, Fellers Snider Attorneys at Law

**WARD:** 3

**CORE AREA:** No

**BACKGROUND:** The subject property was utilized by the Bridgeview United Methodist Church for many years but is now closed. Under the current proposal, the site will be used as a funeral home with related services. No additional structures are proposed. The proposed use requires rezoning the subject property from the existing R-1, Single-Family Dwelling District, with Special Use for a Church, to SPUD, Simple Planned Unit Development.

### **PROCEDURAL REQUIREMENTS:**

#### **GREENBELT COMMISSION:**

A Greenbelt Enhancement Statement was not required for this application because the property is platted and a NORMAN 2025 amendment is not required.

**PRE-DEVELOPMENT:** PD24-06, May 23, 2024

One neighbor had concerns the funeral home would want to use the large green space around the structure to create a cemetery for the funeral home. The applicant stated they have no intent, nor have they filed to add a cemetery to the use, because it is not profitable for the amount of



square footage on the parcel. The resident stated she was protesting the project; staff explained the protest process to the resident. There were no other residents in attendance.

**BOARD OF PARK COMMISSIONERS:**

This application was not required to go to the Board because the site is platted.

**ZONING ORDINANCE CITATION:**

**SEC 36-510 – SIMPLE PLANNED UNIT DEVELOPMENTS**

1. General Description. The Simple Planned Unit Development referred to as SPUD, is a special zoning district that provides an alternate approach to the conventional land use controls and to a PUD, Planned Unit Development to maximize the unique physical features of a particular site and produce unique, creative, progressive, or quality land developments.

The SPUD may be used for particular tracts or parcels of land that are to be developed, according to a SPUD Narrative and a Development Plan Map and contains less than five (5) acres.

The SPUD is subject to review procedures by Planning Commission and adoption by City Council.

2. Statement of Purpose. It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of comprehensive plan of record. In addition the SPUD provides for the following:

Encourage efficient, innovative use of land in the placement and/or clustering of buildings in a development and protect the health, safety and welfare of the community.

Contribute to the revitalization and/or redevelopment of areas where decline of any type has occurred. Promote infill development that is compatible and harmonious with adjacent uses and would otherwise not be an area that could physically be redeveloped under conventional zoning.

Maintain consistency with the City's Zoning Ordinance, and other applicable plans, policies, standards and regulations on record.

Approval of a zone change to a SPUD adopts the Master Plan prepared by the applicant and reviewed as a part of the application. The SPUD establishes new and specific requirements for the amount and type of land use, residential densities, if appropriate, development regulations and location of specific elements of the development, such as open space and screening.

**STAFF ANALYSIS:** The particulars of this SPUD include:

**USE:** The proposed uses for the development are included in the SPUD Narrative as Exhibit C. The uses include:

- Funeral Home.
- Church.

**OPEN SPACE/PARKLAND:** The site does not have any changes planned; the existing open space will remain.

**SITE PLAN/ACCESS/SIDEWALKS:** Traffic circulation and access to the Property shall remain as currently exists on the Property. Any future changes to access or circulation will comply with all applicable City of Norman ordinances and regulations.

**SIGNAGE:** All signage shall comply with the applicable requirements contained in the City of Norman Sign Code, Chapter 28, for the commercial uses, as amended from time to time.

**LIGHTING:** All new exterior lighting shall comply with the applicable provisions of the City of Norman's Commercial Outdoor Lighting Standards, as the same may be amended from time to time.

**SANITATION/UTILITIES:** The necessary utility services for this project are already located on or near the Property.

**PARKING:** The Property shall comply with Norman's applicable parking ordinances, as amended from time to time.

**EXTERIOR BUILDING MATERIALS:** The exterior materials of any buildings constructed on the Property may be brick, glass, stone, synthetic stone, stucco, EIFS, masonry, metal accents, composition shingles, and any combination thereof.

**HEIGHT:** No building shall exceed two stories in height, except that a three-story building may be constructed if the required side yard setbacks are increased an additional 5'. The heights of the existing church building and storage buildings are permissible.

**DEVELOPMENT REGULATIONS:** Regulations apply to primary and accessory buildings, except accessory buildings currently existing on the subject property.

- Front Yard Setback – The minimum depth of the front yard setback shall be 25'.
- Side Yard Setback – The minimum depth of the side yard setback shall be 5'.
- Rear Yard Setback – The minimum depth of the rear yard setback shall be 20'.
- Building Coverage – The building coverage allowed shall be no more than 40 percent of the Property.
- Drainage – An offsite detention pond was constructed with the original church building and parking lot to accommodate the stormwater runoff.

**EXISTING ZONING:** The existing zoning for the subject property is R-1, Single-Family Dwelling with Special Use for a Church.

### **ALTERNATIVES/ISSUES:**

**IMPACTS:** The applicant requests to amend their zoning to include funeral homes and supporting activities as an allowable use onsite. The proposed use shall not substantially deviate from the traffic patterns and function of the existing church use, thus adverse effects on neighboring properties is not foreseeable.

**OTHER AGENCY COMMENTS:**

**FIRE DEPARTMENT AND BUILDING PERMIT REVIEW:** Items regarding fire hydrants and fire/building codes will be considered at the building permit stage.

**PUBLIC WORKS/ENGINEERING:** The subject property is already platted; Engineering review was not required for the zoning application.

**TRAFFIC ENGINEER:** Traffic review was not applicable for this application.

**UTILITIES:** City utilities are available for this location. The dumpster location will remain the same.

**CONCLUSION:** Staff forwards this request for rezoning to a SPUD, Simple Planned Unit Development for approximately 3.67 acres, and Ordinance O-2324-53 to the Planning Commission for consideration and recommendation to City Council.

**Motion** by Steven McDaniel to approve Erica Bird's recusal from items 5 and 6; **Second** Cameron Brewer.

*The motion for Erica Bird's recusal was approved unanimously with a vote of 8-0.*

### **Bridgeview Rezoning & NORMAN 2025**

5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-147: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF LOT 1, BLOCK 1 OF BRIDGEVIEW UNITED METHODIST CHURCH ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE LOW DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE OFFICE DESIGNATION. (4300 W. INDIAN HILLS RD.)

#### **ITEMS SUBMITTED FOR THE RECORD:**

1. Staff Report
2. 2025 Land Use Map

### **Staff Presentation**

Lora Hoggatt presented the staff report and PowerPoint. The applicant is applying to rezone the property with special use for church and funeral home operations.

Michael Jablonski asked about one of the protest letters regarding a possible legal issue with the sewer and drainage pond.

Beth Muckala, Assistant City Attorney II, explained that Public Works and Utilities have looked at the plat filed and are allowing this application to move forward.

### **Applicant Presentation**

Joe Krodel, representing the applicant, explained they are asking for the allowance of a funeral home with no intentions of cremation, embalming, or a cemetery.

John Davenport, Tribute Memorial Care, talked about being a local business that has been operating for 9 years now. They met with Windstone community members prior to the meeting.

Jim Griffith inquired how much land, in addition to the building, is owned by Mr. Davenport. Mr. Davenport responded that they own about 30 acres total.

### **Public Comments**

None

### **Commission Discussion**

None

**Motion** by Liz McKown to recommend approval of R-2324-147 to City Council; **Second** by Maria Kindel.

***The motion passed with a vote of 8-0 with Commissioner Bird abstaining.***

6. CONSIDERATION OF ADOPTION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-53: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOT 1, BLOCK 1 OF BRIDGEVIEW UNITED METHODIST CHURCH ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE-FAMILY DWELLING DISTRICT WITH SPECIAL USE FOR A CHURCH, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT, AND PROVIDING FOR THE SEVERABILITY THEREOF. (4300 W. INDIAN HILLS RD.)

**ITEMS SUBMITTED FOR THE RECORD:**

1. Staff Report
2. Location Map
3. SPUD Narrative
4. Site Plan
5. Pre-Development Summary
6. Protest Map (6-11-24)
7. Protest Letter
8. Protest Map (6-7-24)
9. Protest Letter

**Staff Presentation**

Same for previous item

**Applicant Presentation**

Same for previous item

**Public Comments**

None

**Commission Discussion**

None

**Motion** by Cameron Brewer to recommend adoption of Ordinance O-2324-53 to City Council;  
**Second** by Maria Kindel.

***The motion passed with a vote of 8-0 with Commissioner Bird abstaining.***