

AGENDA  
BOARD OF COUNTY COMMISSIONERS  
TUESDAY, MAY 28, 2019  
RAY JORDAN TULSA COUNTY ADMINISTRATION BUILDING  
500 S. DENVER, TULSA, OKLAHOMA  
ROOM 119 - 8:30 AM

I. CALL TO ORDER

II. ANNOUNCEMENTS

County Events and Status Updates for Comment and Discussion from: Administrative Services, Building Operations, Court Services, Election Board, Fiscal Officer, Human Resources, Information Technology, Parks, Purchasing, Social Services, Engineering, Highways, Inspections, Levee Drainage District #12, Sheriff, Assessor, County Clerk, Court Clerk, Treasurer, District Attorney, Presiding Judge, Juvenile Justice, Expo Square, INCOG, Tulsa Area Emergency Management Agency, OSU Extension, CC Library, CC Health Department, River Parks Authority, Board of County Commissioners Chief Deputies, Director of Governmental Affairs

III. MINUTES

- A. Management Conference Meeting of May 9, 2019
- B. Board of County Commissioners Meeting of May 20, 2019
- C. Board of County Commissioners Emergency Meeting of May 22, 2019

IV. UNFINISHED BUSINESS

- A. Bid/Proposal Openings:
  - 1. Juvenile Bureau and Sheriff - Inmate Clothing, Uniforms, Linens and Bedding
  - 2. Sheriff - Video Visitation Services for the David L. Moss (DLM) Criminal Justice Center
  - 3. TC Departments - Paper Products
- B. Bid/Proposal Awards:
  - 1. Highways - Reflective Sign Sheeting - to 3M Company
  - 2. CC Health - Video Photo Suite Media Services - Deferred
- C. Amendment #1 - (TC Departments) - to the Agreement with Cintas for the Rental of Uniforms, Mats, Towels and Miscellaneous Items
- D. Amendment #1 - (TC Departments) - to the Award for Safety Supplies to Advanced Industrial Solutions and Medsafe, Inc.
- E. Amendment # 2 - (Election Board) - to Extend the Award for Truck Rental to Budget Truck Rental
- F. Amendment #2 - (TC Central Garage) - to Extend the Award for Automotive Body Repair to Collision Center of Tulsa, Inc.

- G. Amended Reappointment - (Commissioner Keith) - John Fothergill to the INCOG Economic Development District Comprehensive Economic Development Strategy Committee, Amended to Correct Term Date from Reappointment Approved 5/20/19

V. ACTION ITEMS

- A. Gasoline & Diesel Fuel Quotes
- B. Resolution - (Board of County Commissioners) - to Designate Julie Blew as Requisitioning Officer
- C. Resolution - (County Clerk) - to Remove Amy Fair as Requisitioning Officer
- D. Resolutions - Drainage District #12:
  - 1. to Approve Proposed Budget for FY 2019-2020 in the Sum of \$999,750
  - 2. to Strike Assessment from the 2018 Tax Roll
- E. Resolutions - Fiscal Office:
  - 1. to Designate Amy Fair as Requisitioning Officer
  - 2. to Remove Diane Hamilton as Receiving Officer
- F. Tort Claim - (District Attorney) - TC-2019-18 Claimant: Jonathan Bergmann c/o Kirkendall Dwyer, LLP
- G. Agreements:
  - 1. Board of County Commissioners:
    - a. Osiyo Metal Fabricators, LLC - Trade Contractor Agreement for Custom Steel Gates for the Tulsa County "HQ" Administration Building Renovations
    - b. Platinum Mechanical, LLC - Trade Contractor Agreement for Mechanical for the Tulsa County "HQ" Administration Building Renovations
    - c. S.M. Clark Services, Inc. - Trade Contractor Agreement for Final Clean for Tulsa County "HQ" Administration Building Renovations
  - 2. Building Operations - District Attorney - for Lease of County-Owned Vehicles to the District Attorney's Office
  - 3. Parks:
    - a. Bixby Public Schools - for Use of School Bus to Provide Transportation for 2019 Summer Programs - (2)
    - b. Sand Springs Public Schools - for Use of School Bus to Provide Transportation for 2019 Summer Programs
  - 4. Treasurer - Southwest Solutions Group - for Maintenance and Service on Office Equipment
- H. Agreement Renewals:
  - 1. Administrative Services - Crowley Micrographics, Inc.
  - 2. Parks - Tulsa Community Foundation/Park Friends
- I. Inventory Resolution - Purchasing

- J. Sole Source - (Highways) - Kirby-Smith Machinery, Inc.
- K. Utility Permits - Engineers:
  - 1. AT&T
  - 2. Oklahoma Natural Gas Company, a Division of ONEOK, Inc. - (2)
- L. Travel/Training - Election Board
- M. Personnel Actions:
  - 1. Highways
  - 2. Human Resources
  - 3. Parks
- N. Juvenile Bureau Personnel Actions to Accept & File
- O. CC Health Department Documents to Accept & File:
  - 1. Agreements:
    - a. ImageNet Consulting, Inc.
    - b. Universal Media, Inc.
    - c. Littlefield Agency
    - d. Tulsa Juneteenth, Inc
  - 2. Personnel Actions
  - 3. Travel/Training
- P. Claims to be Disallowed (payments cancelled as of 5/20-24/19)
- Q. Claims (payments for bills to be paid by 5/13-17/19)
- R. Blanket Purchase Orders and Emergency Purchase Orders Submitted from 5/20-24/19
- S. Zoning Application Hearing and Possible Action - (Tulsa Metropolitan Area Planning Commission) - CZ-483 Applicant: Jason Trotter, Owner: Near By Storage, LLC, Located East of the Southeast Corner of Hwy 51 & South 161st West Avenue. The Request is to Rezone Approximately .93 Acres from AG to CG to Permit a Boat Storage Facility. On Meeting Date of March 6, 2019, TMAPC Voted 9-0-0 to Recommend that the County Commission Approve Rezoning of .93 +/- Acres from AG to CG per Staff Recommendation
- T. Executive Sessions - District Attorney:
  - 1. Requested by Matt Kehoe, Pursuant to 25 O.S. § 307(B)(4), I am requesting that this matter be discussed in Executive Session between the Board and its attorney, for the purpose of confidential communications concerning possible official action regarding a pending claim in Tulsa County District Court case no. CJ-2018-4673, *Cessor v. Board of County Commissioners of Tulsa County*, disclosure of the details of which its attorney advises would seriously impair the ability of the Board to proceed in the public interest

2. Requested by Douglas Wilson, Pursuant to 25 O.S. § 307(B)(4), I am requesting on behalf of Mr. Haskins that this matter be discussed in Executive Session between the Board and its attorney, the firm of Atkinson, Haskins, for the purpose of confidential communications concerning possible official action regarding a pending lawsuit, to-wit: *Crocker v. Regalado, et al.*, Case No. 17-CV-149-TCK-FHM, pending in the U.S. District of Oklahoma, disclosure of the details of which its attorney advises would seriously impair the ability of the Board to proceed in the public interest

U. Discussion and Possible Action Regarding Executive Session Items

VI. NEW BUSINESS

In accordance with the Open Meeting Act, Title 25 O.S. § 311(A)(10), New Business is defined as any matter not known about or which could not have been reasonably foreseen prior to the time of posting the agenda

VII. PUBLIC COMMENT REGARDING 287(g) CONTRACT

VIII. ADJOURN



(The agenda of the meeting was posted in the central and outside lobby of the Ray Jordan Tulsa County Administration Building, 500 South Denver Avenue, Tulsa, Oklahoma at 4:36 p.m. on May 2, 2019.)

Management Conference Minutes  
Thursday, May 9, 2019

The Board of County Commissioners of Tulsa County met in Room 315 of the Ray Jordan Tulsa County Administration Building, Tulsa, Oklahoma at 9:30 a.m. with the following members present: Karen Keith (Chairman), Members Stan Saltee, and Ron Peters.

Chairman Keith called the meeting to order at 9:30 a.m.

Legislative Update - Terry Simonson provided a summary report of the legislative update. Simonson shared 22 County bills passed; most bills have emergency clauses, he explained how the reforms will affect the County and the bills that are in conference are still viable, and he gave a summary of the bill pertaining to Sheriff's Office video storage.

Potential Agreement to Obtain Refunds and Cost Reductions for Tulsa County of the Overcharge or Incorrect Billing by Utility and Telecommunication Accounts - Commissioner Keith/President Tom Ranallo, Troy & Banks, Inc. - President Ranallo gave a company summary, his experience and the services the company and staff provide to their clients. Ranallo explained they conduct a three-phase forensic audit of utility accounts looking for overcharges, incorrect charges, errors, anomalies, cost saving recommendations, etc.; they work on a contingency fee of 35%. He explained it takes approximately six months to wrap up the audit and they provide services all over the country, including counties in Oklahoma. Matney Ellis said this would be considered a service by the Purchasing Department; Toni Kizer said she would need a list of accounts to pull. Ranallo gave a summary of the amounts refunded to their clients, including those in Oklahoma and some of those still in process.

Interlocal Agreements with Municipalities and School Districts – Tom Rains/Robert Carr, Public Works, Jenks - Tom Rains gave a summary of the County estimated fuel and labor costs for asphalt overlay work performed for the municipalities. He explained these costs were calculated by dividing the county into four zones and calculating the miles from a central location in each zone. Robert Carr expressed Jenks' appreciation of the partnership with the County which allows the municipalities to stretch their highway funds and complete more projects and looks forward to continuing the partnership. Carr explained the partnership is an important component of their operation.

County Commissioners Reporting to the BOCC for Future Agenda Items Following Annual Jail Inspections - Chairman Keith explained the need for the County Commissioners to provide a report of their annual jail inspection for inclusion on the BOCC agenda; they are in agreement to do this.

BOCC Appointees - County Commissioners approved reappointments and new appointments as discussed by the board.

Motion made by Peters, seconded by Saltee to adjourn. Motion carried.

Ayes: Ron Peters, Stan Saltee and Karen Keith Nays: None Abstain: None

Meeting adjourned at 10:15 a.m.

(Amended Agenda of meeting was posted in the central and outside lobby of the Ray Jordan  
Tulsa County Administration Building on May 17, 2019 at 9:13 a.m.)

MINUTES  
Monday, May 20, 2019

The Board of County Commissioners for Tulsa County met at the hour of 9:30 a.m.  
with the following members present: Karen Keith, Chairman; Ron Peters, Member; Stan  
Sallee, Member; and Michael Willis, Tulsa County Clerk.

Karen Keith, Chairman, called the meeting to order at 9:30 a.m. and the following  
business was transacted:

Moved by Peters, seconded by Sallee, to approve the minutes of the Board of County  
Commissioner’s Meeting of May 13, 2019. Upon roll call, Sallee, yes; Peters, yes; Keith, yes.  
Motion carried.

Moved by Sallee, seconded by Peters, to approve and authorize execution, as needed,  
the following reports:

- 1. Court Clerk - Monthly Revolving for 4/19 (Clerk’s Misc. File No. 247853)
- 2. Treasurer - Depository Summary of Daily Analysis for 4/19 (Clerk’s Misc. File No.  
247854)

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

NOTICE: A complete listing of all information relating to the following bids is on file  
and available for public inspection in the offices of County Purchasing and County Clerk.

Sealed proposals for Video Photo Suite Media Services were received and opened. The  
proposers being three (3) in number are as follows:

- |                                       |         |                                 |
|---------------------------------------|---------|---------------------------------|
| 1. 112 Media Group, LLC               | by item | (Clerk’s Misc. File No. 247855) |
| 2. B. Allen Photography<br>and Design | by item | (Clerk’s Misc. File No. 247856) |
| 3. Buddy FX, LLC                      | by item | (Clerk’s Misc. File No. 247857) |

Moved by Peters, seconded by Keith, to refer the proposals to CC Health and  
Purchasing for analysis, report and recommendation on May 28, 2019. Upon roll call, Sallee,  
yes; Peters, yes; Keith, yes. Motion carried.

Sealed bids for Reflective Sign Sheeting were received and opened. The bidders being  
two (2) in number are as follows:

- |                               |         |                                 |
|-------------------------------|---------|---------------------------------|
| 1. 3M Company                 | by item | (Clerk’s Misc. File No. 247858) |
| 2. Avery Dennison Corporation | by item | (Clerk’s Misc. File No. 247859) |

Moved by Peters, seconded by Sallee, to refer the bids to Highways and Purchasing for analysis, report and recommendation on May 28, 2019. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Sallee, seconded by Peters, to approve the bid award from the Board of County Commissioners for the Tulsa County "HQ" Administration Building Renovations, to award remaining, previously deferred individual bid packages to various vendors. Details available in the offices of the County Clerk and Purchasing. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 247860)

Moved by Peters, seconded by Sallee, to approve the bid award from the Sheriff for Security Glass, to Sweeper Metal Fabricators Corporation, the only bid submitted with slight increases in pricing, but it is within budget expectations and they are a past vendor with a satisfactory performance. This award is for one year beginning 5/30/19. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 247861)

Moved by Sallee, seconded by Peters, to approve Addendum #1 from the Juvenile Bureau and the Sheriff, to the Notice to Bidders for Inmate Clothing, Uniforms, Linens and Bedding, set to open 5/28/19 at 8:30 a.m. and to be received by 4:00 p.m. on 5/24/19, CMF #247770, to provide answers to questions and request for information. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 247862)

Moved by Peters, seconded by Sallee, to approve Addendum #1 from TC Departments, to the Notice to Bidders for Paper Products, set to open 5/28/19 at 8:30 a.m. and to be received by 4:00 p.m. on 5/24/19, CMF #247771, to answer vendor questions. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 247863)

Moved by Sallee, seconded by Peters, to approve Addendum #2 from the Sheriff to the Notice to Request for Proposals for Video Visitation Services for the David L. Moss (DLM) Criminal Justice Center, set to open 5/28/19 at 8:30 a.m. and to be received by 4:00 p.m. on 5/24/19, CMF #247647, to provide solicitation condition and specification clarifications and answers to vendor submitted questions. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 247864)

Moved by Peters, seconded by Sallee, to approve and authorize execution by the Chairman, Amendment #2 from Court Services to the agreement with BI Incorporated for electronic monitoring services, CMF #238590, to extend the agreement for FY 2019-2020 and

amend the rates. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 247865)

Moved by Peters, seconded by Sallee, to open the Public Hearing requested by Drainage District #12, to discuss report and budget request in the amount of \$999,750 for FY 2019-2020. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

The hearing opened at 9:40 a.m. Todd Kilpatrick, Drainage District #12 Levee Commissioner, spoke concerning the budget. No one from the public signed up to speak.

Moved by Peters, seconded by Sallee, to close the Public Hearing. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 247866)

The hearing closed at 9:42 a.m.

Moved by Sallee, seconded by Peters, to approve the gasoline and diesel fuel quotes for the week ending 5/28/19. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 247867)

Moved by Peters, seconded by Sallee, to approve and authorize execution by the Chairman, the Resolution on Disposition of Funds/Cash Fund Estimate of Needs from 4/11/19 to 5/15/19:

- 16** 1 CRT CL REV 20404026 404079 APP SAMHSA \$53,185; 2 CRT CL REV 20404026 506082 APP SAMHSA \$53,185
- 79** 1 COMMISSARY 23953595 404227 APP JAIL COM \$40,024.37; 2 COMMISSARY 23953595 404227 APP JAIL COM \$25,504.26; 3 COMMISSARY 23953595 505849 APP JAIL COM \$65,528.63
- 171** 1 COMMISSARY 23953595 404227 APP JAIL COM \$33,599.64; 2 COMMISSARY 23953595 505010 APP JAIL COM \$33,599.64
- 239** 1 CO CONTRIB 23203644 404041 APP DOC REV \$26,352; 2 CO CONTRIB 23203644 505969 APP DOC REV \$26,352
- 241** 1 CO CONTRIB 23203644 404061 APP USMARSHALS \$215,487; 2 CO CONTRIB 23203644 506082 APP USMARSHALS \$215,487
- 242** 1 CO CONTRIB 23203644 404062 APP ICE REV \$312,570; 2 CO CONTRIB 23203644 506080 APP ICE REV \$312,570
- 243** 1 CO CONTRIB 23203646 404228 APP ATM REV \$173.75; 2 CO CONTRIB 23203646 505969 APP ATM REV \$173.75
- 264** 1 COMMISSARY 23953595 404227 APP JAIL COM \$33,599.64; 2 COMMISSARY 23953595 505140 APP JAIL COM \$33,599.64
- 415** 1 RISK MGMT 20101625 404521 APP RISK MGMT \$260,755.53; 2 RISK MGMT 20101625 505170 APP RISK MGMT \$260,755.53; 3 RISK MGMT 20101635 404542 APP RISK MGMT \$64,454.78; 4 RISK MGMT 20101635 505144 APP RISK MGMT \$64,454.78; 5 RISK MGMT 20101640 404542 APP RISK MGMT \$21,188.95; 6 RISK MGMT 20101640 505144 APP RISK MGMT \$21,188.95
- 423** 1 SPEC PROJ 27004850 404079 APP INCOGGRANT \$12,335.87; 2 SPEC PROJ 27004850 506130 APP INCOGGRANT \$12,335.87; 3 SPEC PROJ 27004850 404079 APP INCOGGRANT \$12,555.88; 4 SPEC PROJ 27004850 506130 APP INCOGGRANT \$12,555.88; 5 SPEC PROJ 27004850 404079 APP INCOGGRANT \$7,487.84; 6 SPEC PROJ 27004850 506130 APP INCOGGRANT \$7,487.84; 7 SPEC PROJ 27002825 404079 APP INCOGGRANT \$15,884.62; 8 SPEC PROJ 27002825 506082 APP INCOGGRANT \$15,884.62

- 462** 1 SPEC COURT 22504325 404251 APP USER FEES \$3,447.34; 2 SPEC COURT 22504325 506130 APP USER FEES \$3,447.34
- 504** 1 CO CONTRIB 23203646 404044 APP BOND FEES \$7,031.32; 2 CO CONTRIB 23203646 505969 APP BOND FEES \$7,031.32
- 531** 1 MO CER FEE 29002975 404248 APP APRIL APPR \$8,915; 2 MO CER FEE 29002975 404248 APP APRIL APPR \$395.54; 3 MO CER FEE 29002975 607076 APP APRIL APPR \$9,310.54
- 532** 1 RESAL PROP 29103000 403120 APP APRIL APPR \$493,560.61; 2 RESAL PROP 29103000 403121 APP APRIL APPR \$94,232.51; 3 RESAL PROP 29103000 506185 APP APRIL APPR \$587,793.12
- 533** 1 HWY TCASH 30002475 404515 APP HD1 \$36,000; 2 HWY TCASH 30002475 505784 APP HD1 \$36,000
- 543** 1 SPEC COURT 22504325 404059 APP DC GRANT \$40,729.17; 2 SPEC COURT 22504325 506130 APP DC GRANT \$40,729.17
- 564** 1 CO CONTRIB 23203644 404070 APP SOC SEC \$2,400; 2 CO CONTRIB 23203644 505969 APP SOC SEC \$2,400
- 565** 1 CO CONTRIB 23203644 404064 APP ICE REV \$3,426.84; 2 CO CONTRIB 23203644 505969 APP ICE REV \$3,426.84
- 612** 1 SHER CASH 23003603 404509 APP CASH FEE \$43,623.32; 2 SHER CASH 23003603 505010 APP CASH FEE \$43,623.32; 3 SHER CASH 23003600 404221 APP CASH FEE \$450; 4 SHER CASH 23003600 404222 APP CASH FEE \$82,899.57; 5 SHER CASH 23003600 807970 APP CASH FEE \$83,349.57; 6 SHER CASH 23003603 404425 APP CASH FEE \$136,941; 7 SHER CASH 23003603 505010 APP CASH FEE \$100,000; 8 SHER CASH 23003603 505120 APP CASH FEE \$20,000; 9 SHER CASH 23003603 505140 APP CASH FEE \$16,941; 10 SHER CASH 23003625 404079 APP CASH FEE \$16,940; 11 SHER CASH 23003625 607079 APP CASH FEE \$16,940
- 627** 1 COMMISSARY 23953595 404227 APP JAIL COM \$39,490.71; 2 COMMISSARY 23953595 505560 APP JAIL COM \$39,490.71
- 634** 1 LAW LIBR 41008000 404091 APP REVTOEXP \$29,277.25; 2 LAW LIBR 41008000 404407 APP REVTOEXP \$212.46; 3 LAW LIBR 41008000 404410 APP REVTOEXP \$5,279.10; 4 LAW LIBR 41008000 404501 APP REVTOEXP \$3,570; 5 LAW LIBR 41008000 505010 APP REVTOEXP \$15,000; 6 LAW LIBR 41008000 505030 APP REVTOEXP \$500; 7 LAW LIBR 41008000 505110 APP REVTOEXP \$550; 8 LAW LIBR 41008000 505140 APP REVTOEXP \$800; 9 LAW LIBR 41008000 505670 APP REVTOEXP \$21,488.81
- 655** 1 SPEC PROJ 27002825 404080 APP CDBG GRANT \$4,999.50; 2 SPEC PROJ 27002825 506082 APP CDBG GRANT \$4,999.50
- 659** 1 CO CONTRIB 23203647 442500 APP MAY19USTAX \$213,818.60; 2 CO CONTRIB 23203647 506080 APP MAY19USTAX \$213,818.60; 3 CO CONTRIB 23203647 442500 APP MAY19USTAX \$29,517.13; 4 CO CONTRIB 23203647 506080 APP MAY19USTAX \$29,517.13
- 660** 1 JUV CASH 26003995 442500 APP MAY19USTAX \$46,546.25; 2 JUV CASH 26003995 807970 APP MAY19USTAX \$46,546.25
- 661** 1 CJA OPER 40507651 442500 APP SLSTAXINT \$2,254.85; 2 CJA OPER 40507651 607071 APP SLSTAXINT \$2,254.85
- 662** 1 SALES TAX 25004500 404407 APP MAYUTINT \$412.43; 2 SALES TAX 25004525 807970 APP MAYUTINT \$412.43
- 713** 1 COMMISSARY 23953595 404227 APP JAIL COM \$37,174.15; 2 COMMISSARY 23953595 505849 APP JAIL COM \$37,174.15; 3 COMMISSARY 23953595 404227 APP JAIL COM \$38,928.95; 4 COMMISSARY 23953595 506082 APP JAIL COM \$38,928.95
- 731** 1 CO CONTRIB 23203647 442500 APP APR19USTAX \$191,921.41; 2 CO CONTRIB 23203647 506080 APP APR19USTAX \$191,921.41; 3 CO CONTRIB 23203647 442500 APP APR19USTAX \$27,239.83; 4 CO CONTRIB 23203647 506080 APP APR19USTAX \$27,239.83
- 732** 1 JUV CASH 26003995 442500 APP APR19USTAX \$42,955.11; 2 JUV CASH 26003995 807970 APP APR19USTAX \$42,955.11
- 737** 1 CJA OPER 40507651 442500 APP SLSTAXINT \$2,398.58; 2 CJA OPER 40507651 607071 APP SLSTAXINT \$2,398.58

- 738** 1 SALES TAX 25004500 404407 APP APRUTINT \$437.84; 2 SALES TAX 25004525 807970 APP APRUTINT \$437.84
- 766** 1 SPEC COURT 22504350 404059 APP MH COURT \$20,531.25; 2 SPEC COURT 22504350 506130 APP MH COURT \$20,531.25
- 778** 1 CRT CL REV 20404026 404079 APP OVWTRAVEL \$10,268; 2 CRT CL REV 20404026 505204 APP OVWTRAVEL \$4,264.10; 3 CRT CL REV 20404026 506082 APP OVWTRAVEL \$6,003.90
- 780** 1 SPEC PROJ 27002825 404080 APP CDBG GRANT \$106,822.53; 2 SPEC PROJ 27002825 506082 APP CDBG GRANT \$106,822.53
- 781** 1 SPEC PROJ 27002825 404080 APP CDBG GRANT \$24,468.25; 2 SPEC PROJ 27002825 506082 APP CDBG GRANT \$24,468.25
- 782** 1 SPEC PROJ 27002825 404080 APP CDBG GRANT \$27,708.76; 2 SPEC PROJ 27002825 506082 APP CDBG GRANT \$27,708.76
- 1015** 1 SPEC PROJ 27002251 404299 APP HEALTH DEP \$37,500; 2 SPEC PROJ 27002251 807970 APP HEALTH DEP \$37,500
- 1228** 1 CRT CL REV 20404026 404079 APP DVCOURT \$18,824; 2 CRT CL REV 20404026 505204 APP DVCOURT \$5,596.37; 3 CRT CL REV 20404026 506082 APP DVCOURT \$13,227.63
- 1354** 1 PARKING 20354975 404246 APP PARKING \$138,739; 2 PARKING 20354975 404258 APP PARKING \$960; 3 PARKING 20354975 404850 APP PARKING \$2,700; 4 PARKING 20354975 505909 APP PARKING \$142,399
- 1465** 1 SPEC COURT 22504325 404059 APP DRUG COURT \$40,729.17; 2 SPEC COURT 22504325 506130 APP DRUG COURT \$40,729.17; 3 SPEC COURT 22504325 404251 APP DRUG COURT \$3,295; 4 SPEC COURT 22504325 506130 APP DRUG COURT \$3,295
- 1467** 1 RISK MGMT 20101625 404501 APP MITF REFUN \$33,871.32; 2 RISK MGMT 20101625 505889 APP MITF REFUN \$1,693.57; 3 RISK MGMT 20101625 505170 APP MITF REFUN \$32,177.75
- 1495** 1 SHER CASH 23003600 404416 APP CASH FEE \$27,432.38; 2 SHER CASH 23003603 404509 APP CASH FEE \$87,246.64; 3 SHER CASH 23003603 505010 APP CASH FEE \$50,000; 4 SHER CASH 23003603 505110 APP CASH FEE \$27,246.64; 5 SHER CASH 23003603 505170 APP CASH FEE \$10,000; 6 SHER CASH 23003600 807970 APP CASH FEE \$27,432.38; 7 SHER CASH 23003650 404226 APP CASH FEE \$29,877.97; 8 SHER CASH 23003650 404226 APP CASH FEE \$32,687.68; 9 SHER CASH 23003650 505010 APP CASH FEE \$40,000; 10 SHER CASH 23003650 505120 APP CASH FEE \$12,565.65; 11 SHER CASH 23003650 505140 APP CASH FEE \$10,000; 12 SHER CASH 23003605 404070 APP CASH FEE \$434.62; 13 SHER CASH 23003605 505080 APP CASH FEE \$434.62; 14 SHER CASH 23003606 404065 APP CASH FEE \$2,513.16; 15 SHER CASH 23003606 807970 APP CASH FEE \$2,513.16; 16 SHER CASH 23003600 404222 APP CASH FEE \$74,785.86; 17 SHER CASH 23003600 505010 APP CASH FEE \$54,785.86; 18 SHER CASH 23003605 505080 APP CASH FEE \$10,000; 19 SHER CASH 23003600 505849 APP CASH FEE \$10,000; 20 SHER CASH 23003625 404059 APP CASH FEE \$127,000; 21 SHER CASH 23003625 607076 APP CASH FEE \$127,000; 22 SHER CASH 23003604 404927 APP CASH FEE \$71,000; 23 SHER CASH 23003604 807970 APP CASH FEE \$71,000; 24 SHER CASH 23003600 404418 APP CASH FEE \$47,950; 25 SHER CASH 23003600 807970 APP CASH FEE \$47,950
- 1498** 1 RISK MGMT 20101600 404521 APP COBRA PREM \$5,782.57; 2 RISK MGMT 20101600 505181 APP COBRA PREM \$5,782.57
- 1532** 1 CO CONTRIB 23203649 444800 APP PRJAILEXP \$143,640.20; 2 CO CONTRIB 23203649 505010 APP PRJAILEXP \$40,975.05; 3 CO CONTRIB 23203649 505080 APP PRJAILEXP \$2,230.87; 4 CO CONTRIB 23203649 505081 APP PRJAILEXP \$1,241.81; 5 CO CONTRIB 23203649 505110 APP PRJAILEXP \$3,235.30; 6 CO CONTRIB 23203649 505120 APP PRJAILEXP \$5,736.51; 7 CO CONTRIB 23203649 505130 APP PRJAILEXP \$69.87; 8 CO CONTRIB 23203649 505140 APP PRJAILEXP \$6,774.89; 9 CO CONTRIB 23203649 505145 APP PRJAILEXP \$304.94; 10 CO CONTRIB 23203649 505150 APP PRJAILEXP \$41.02; 11 CO CONTRIB 23203649 505170 APP PRJAILEXP \$1,616.72; 12 CO CONTRIB 23203649 505185 APP PRJAILEXP \$14; 13 CO CONTRIB 23203649 505195 APP PRJAILEXP \$175; 14 CO CONTRIB 23203649 505198 APP PRJAILEXP \$320; 15 CO CONTRIB 23203649

505199 APP PRJAILEXP \$508.45; 16 CO CONTRIB 23203649 505969 APP PRJAILEXP \$80,395.77

**1553** 1 SPEC PROJ 27004750 404299 APP E911PAY \$34,369.46; 2 SPEC PROJ 27004750 505010 APP E911PAY \$34,369.46

**1563** 1 CJA OPER 40507651 505010 APP JAIL PR \$546,385.02; 2 CJA OPER 40507651 505030 APP JAIL PR \$5,038.50; 3 CJA OPER 40507651 505080 APP JAIL PR \$45,389.92; 4 CJA OPER 40507651 505081 APP JAIL PR \$3,589.26; 5 CJA OPER 40507651 505110 APP JAIL PR \$44,130.06; 6 CJA OPER 40507651 505120 APP JAIL PR \$76,493.88; 7 CJA OPER 40507651 505130 APP JAIL PR \$974.02; 8 CJA OPER 40507651 505140 APP JAIL PR \$72,592.73; 9 CJA OPER 40507651 505145 APP JAIL PR \$3,415.32; 10 CJA OPER 40507651 505150 APP JAIL PR \$632.88; 11 CJA OPER 40507651 505170 APP JAIL PR \$25,688.84; 12 CJA OPER 40507651 505180 APP JAIL PR \$1,296.32; 13 CJA OPER 40507651 505185 APP JAIL PR \$200; 14 CJA OPER 40507651 505195 APP JAIL PR \$3,270; 15 CJA OPER 40507651 505198 APP JAIL PR \$4,840; 16 CJA OPER 40507651 505198 APP JAIL PR \$6,918.84; 17 CJA OPER 40507651 505010 APP JAIL PR \$482,180.43; 18 CJA OPER 40507651 505086 APP JAIL PR \$30; 19 CJA OPER 40507651 505110 APP JAIL PR \$34,744.16; 20 CJA OPER 40507651 505120 APP JAIL PR \$67,505.16; 21 CJA OPER 40507651 505130 APP JAIL PR \$862.58; 22 CJA OPER 40507651 505140 APP JAIL PR \$72,473.54; 23 CJA OPER 40507651 505145 APP JAIL PR \$3,590.58; 24 CJA OPER 40507651 505150 APP JAIL PR \$503.96; 25 CJA OPER 40507651 505170 APP JAIL PR \$20,737.77; 26 CJA OPER 40507651 505185 APP JAIL PR \$117; 27 CJA OPER 40507651 505195 APP JAIL PR \$3,555; 28 CJA OPER 40507651 505198 APP JAIL PR \$4,600; 29 CJA OPER 40507651 505199 APP JAIL PR \$9,638.65; 30 CJA OPER 40507651 505010 APP JAIL PR \$98,384.18; 31 CJA OPER 40507651 505030 APP JAIL PR \$4,074.58; 32 CJA OPER 40507651 505081 APP JAIL PR \$11,405.72; 33 CJA OPER 40507651 505086 APP JAIL PR \$5; 34 CJA OPER 40507651 505110 APP JAIL PR \$8,244.39; 35 CJA OPER 40507651 505120 APP JAIL PR \$13,773.78; 36 CJA OPER 40507651 505130 APP JAIL PR \$164.20; 37 CJA OPER 40507651 505140 APP JAIL PR \$14,550.20; 38 CJA OPER 40507651 505145 APP JAIL PR \$758; 39 CJA OPER 40507651 505150 APP JAIL PR \$108.41; 40 CJA OPER 40507651 505170 APP JAIL PR \$2,744.17; 41 CJA OPER 40507651 505185 APP JAIL PR \$27; 42 CJA OPER 40507651 505195 APP JAIL PR \$650; 43 CJA OPER 40507651 505198 APP JAIL PR \$1,080; 44 CJA OPER 40507651 505199 APP JAIL PR \$1,876.79; 45 CJA OPER 40507651 505740 APP JAIL PR \$532,615.29; 46 CJA OPER 40507651 442500 APP JAIL PR \$2,231,856.13

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 247868)

Moved by Sallee, seconded by Peters, to approve the following appointments from Commissioner Keith:

1. W.H. "Rik" Helmerich to the City-County Library Commission, effective 8/1/19 with term to expire 7/31/23 (Clerk's Misc. File No. 247869)
2. Mayor James Spoon to the Tulsa County Criminal Justice Authority replacing former Mayor Mike Burdge, effective immediately with term to expire 7/31/20 (Clerk's Misc. File No. 247870)
3. Melissa Lord to the Tulsa County Retirement Board, effective 7/1/19 with term to expire 7/1/23 (Clerk's Misc. File No. 247871)

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Peters, seconded by Sallee, to approve the following reappointments from the Board of County Commissioners:

1. Commissioner Keith - John Fothergill to the INCOG Economic Development District Comprehensive Economic Development Strategy Committee, for one year term expiring 6/30/19 (Clerk's Misc. File No. 247872)
2. Commissioner Peters - Momodou Ceesay to the Glenpool Area Medical Services District with term to expire 5/31/23 (Clerk's Misc. File No. 247873)

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Sallee, seconded by Peters, to approve and authorize execution by the Chairman, the Memorandum of Understanding from Human Resources with Tulsa Technology Center School District No. 18, for "Get it in Writing" classes from 5/9/19 to 6/30/20; cost of \$600. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 247874)

Moved by Peters, seconded by Sallee, to approve and authorize execution by the Commission, the request from the Board of County Commissioners for the Certification of Local Government Approval for Nonprofit Organizations for Emergency Solutions Grant for Emergency Shelter Activities proposed by Youth Services of Tulsa, Inc. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 247875)

Moved by Sallee, seconded by Peters, to approve the request from Building Operations for the Notice to Proceed to Custom Services, Inc., for Courtroom HVAC VRF System to proceed with the scope of work as defined in the approved agreement, CMF #247201. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 247876)

Moved by Peters, seconded by Sallee, to approve the request from Parks to accept donation of a new 15 passenger Ford van from the Bixby Community Center Council for Bixby Community Center staff to use for transporting kids during Summer Day Camp programs. The van will become part of the County Parks department vehicle fleet, maintained by Building Operations Central Garage. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 247877)

Moved by Sallee, seconded by Peters, to approve and authorize execution by the Chairman, the resolution from the Board of County Commissioners relating to the incurring of indebtedness by the Trustees of the Tulsa County Industrial Authority for the benefit of Independent School District No. 2, Tulsa County, Oklahoma (Sand Springs Public Schools); authorizing the sale of revenue obligations; waiving competitive bidding with respect thereto



and related matters. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

(Clerk's Misc. File No. 247878)

Moved by Peters, seconded by Sallee, to approve and authorize execution by the Chairman, the resolution from the County Clerk to designate Amy Fair as Requisitioning Officer. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried. (Clerk's Misc. File No. 247879)

Moved by Sallee, seconded by Peters, to approve and authorize execution, as needed, the following agreements:

1. Board of County Commissioners:
  - a. M.L. Jones, LLC - for trade contractor agreement for metal panels for Tulsa County "HQ" Administration Building Renovations (Clerk's Misc. File No. 247880)
  - b. PDI Door & Hardware, LLC dba Precision Door & Hardware - for trade contractor agreement for toilet compartments for Tulsa County "HQ" Administration Building Renovations (Clerk's Misc. File No. 247881)
  - c. Veolia Energy Tulsa, Inc. - for master services agreement for steam and chilled water service to the Courthouse and David L. Moss Criminal Justice Center (Clerk's Misc. File No. 247882)
  - d. Veolia Energy Tulsa, Inc. - for license agreement for Veolia facilities traversing County properties (Clerk's Misc. File No. 247883)
2. IT - Microsoft Corporation - for volume licensing enterprise agreement (Clerk's Misc. File No. 247884)

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Peters, seconded by Sallee, to approve and authorize execution by the Chairman, the following agreements from Parks:

1. Belinda Tubby - for stamp art classes at Bixby Community Center for FY 2019-2020 (Clerk's Misc. File No. 247885)
2. Individual Car Club - for annual unity picnic at O'Brien Park on 6/16/19 from 8 a.m. to 6 p.m.; fee of \$800 (Clerk's Misc. File No. 247886)

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Sallee, seconded by Peters, to approve and authorize execution by the Chairman, the following agreement renewals:

1. Administrative Services - Global Parcel Service, LLC - for renewal of CMF #245416 for FY 2019-2020 (Clerk's Misc. File No. 247887)
2. Administrative Services - Mail Finance (OME) - for renewal of CMF #244955 for FY 2019-2020 (Clerk's Misc. File No. 247888)
3. Assessor - Thomson Reuters - for renewal of CMF #244835 for FY 2019-2020 (Clerk's Misc. File No. 247889)
4. Board of County Commissioners - City of Owasso - for renewal of CMF #246201 for FY 2019-2020 (Clerk's Misc. File No. 247890)
5. County Clerk - ATM One, Inc. - for renewal of CMF #244705 for FY 2019-2020 (Clerk's Misc. File No. 247891)

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Peters, seconded by Sallee, to approve the following requests to advertise for bids:

1. Board of County Commissioners - "HQ" Building Centrifugal Chiller Upgrade (Clerk's Misc. File No. 247892)
  2. TC Departments - Agricultural Supplies (Clerk's Misc. File No. 247893)
- Bid #1 to be received by 4:00 p.m. on 6/28/19 & to open 7/1/19 at 9:30 a.m.  
Bid #2 to be received by 4:00 p.m. on 6/7/19 & to open 6/10/19 at 9:30 a.m.

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Sallee, seconded by Peters, to approve and authorize execution by the Chairman, the following inventory resolutions:

1. Drainage District #12 - junked; Dell Computer, SN VT/3.0GHZ6M1333FSB, purch. 2/17/10 for \$1,143.74 (Clerk's Misc. File No. 247894)
2. Election Board - reinstate asset; Envy Workcenter with Left and Right Pedestal, Book, SN 3001050039, purch. 6/24/02 for \$2,227 (Clerk's Misc. File No. 247895)
3. Election Board - junked; Desk Single Pedestal Left, Henna Cherry, SN CCE9CX, purch. 6/12/07 for \$551.78; Lexmark X364DN Printer, SN S3508794, purch. 2/1/12 for \$522.66; Amano MJR-7000 Time Clock, SN 276560, purch. 7/10/07 for \$810 (Clerk's Misc. File No. 247896)
4. Sheriff - retire to Mark Penley; Glock 21 .45 ACP, SN YLB201, purch. 11/20/14 for \$667.67; Safariland Body Armor, SN 10180146969 10180035928, purch. 9/17/18 for \$1,176.78 (Clerk's Misc. File No. 247897)
5. Sheriff - return to LESO; MRAP 2012 Caiman Armored Vehicle, VIN GMB408037E, purch. 4/15/14 for \$733,000; 2-LED Light Kits for MRAP, Asset 16649, 16652, purch. 6/10/14 for \$10,176.93 ea. (Clerk's Misc. File No. 247898)

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Peters, seconded by Sallee, to approve and authorize execution by the Chairman, the following sole sources:

1. CC Health - Sanofi Pasteur - for yellow fever vaccines YF-Vax and Stamaril, which may be required for international travel to certain locales (Clerk's Misc. File No. 247899)
2. Highways - P&K Equipment - for John Deere parts and service (Clerk's Misc. File No. 247900)

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Sallee, seconded by Peters, to approve the following travel/training requests from OSU Extension for Brian Jarvis:

1. to District Ag Inservice on 5/22/19 in Stillwater, OK; cost of \$75 (Clerk's Misc. File No. 247901)
2. to District Ag Inservice on 5/23/19 in Stillwater, OK; cost of \$75 (Clerk's Misc. File No. 247902)

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Peters, seconded by Sallee, to approve the following Personnel Actions:

A. Name	B. Action	C. Salary	D. Eff. Date
<u>Building Operations</u>			
Trout, Trevor	Promotion	\$2,885.68	5/1/19
McNeil, Emily Renea	Regular	\$2,393.12	5/13/19
Young, Brian	Demotion	\$2,631.74	5/13/19
Fisher, Corey	Return from FMLA	\$3,306.12	12/26/18
(Clerk's Misc. File No. 247903)			
<u>Parks</u>			
Boyington, Aaron	Seasonal	\$9.25/hr.	5/11/19
Hunyh, Angeline	Seasonal	\$9.25/hr.	5/11/19
Vazquez, Gilberto	Regular	\$1,870.27	5/15/19
Mikles, Kaitlyn	Seasonal	\$9.25/hr.	5/11/19
Ambre, Jackson	Seasonal	\$8.25/hr.	5/11/19
Woodfork, Jasmine	Seasonal	\$8.00/hr.	5/11/19
(Clerk's Misc. File No. 247904)			
<u>Social Services</u>			
Gagliardo, Michael R.	Termination		5/13/19
(Clerk's Misc. File No. 247905)			

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Sallee, seconded by Peters, to accept and file the following Juvenile Bureau documents:

Personnel Actions:

A. Name	B. Action	C. Salary	D. Eff. Date
Pumphrey, Christine	FMLA w/pay	\$4,242.28	4/22/19
Pumphrey, Christine	Return from FMLA		
	w/pay	\$4,242.28	5/8/19
Strickland, Kimberely	FMLA w/pay	\$3,251.62	4/13/19
Sells, Alvin	FMLA Exhausted		2/1/19
Sells, Alvin	Medical Leave w/pay	\$2,841.68	4/26/18
Gater, Juaquila	Resignation		4/30/19
Gunn, Kymbria	Regular Appt.	\$2,173.21	4/18/19
(Clerk's Misc. File No. 247909)			

Travel/Training - 14 staff members to have one year membership to Fred Pryor Online Trainings; cost of \$2,786 (Clerk's Misc. File No. 247910)

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Peters, seconded by Sallee, to accept and file the following CC Health

Documents:

Personnel Actions:

A. Name	B. Action	C. Salary	D. Eff. Date
Horn-Speck, Melissa	Salary adj.; PDIP #2	\$3,792.41	5/1/19
Williams, Rita	Salary adj.; PDIP #3	\$4,341.77	5/1/19
Wood, Melissa	End of Temporary		
	Assignment		5/7/19
Sanseverino, Joyce	Resignation		5/23/19
Hogan, Shawna	Resignation		5/24/19
Hedges, Susan	Retirement		5/31/19
Maxey, Heather	Resignation		5/31/19
(Clerk's Misc. File No. 247911)			

Travel/Training:

- 1. Terri Berger-Ollinger and Jamie Thawng attended CPR Training on 3/8/19 in Tulsa, OK; cost of \$124
  - 2. Heaven Kupiec attended Records Consultants Meeting from 5/2-3/19 in OKC, OK; cost of \$335.86
  - 3. Randi McDonald and Ha Seo attended OK-1 from 5/7-9/19 in OKC, OK; cost of \$753.70
  - 4. Leanne Stephens attended PRSA Tulsa: Inspiration to Influence/ Up Your Photo Game on 5/9/19 in Tulsa, OK; cost of \$30
  - 5. Leslie Springs attended HARUV USA International Conference on Child Malnutrition on 5/16/19 in Tulsa, OK; cost of \$40
  - 6. Leslie Floyd and Ha Seo to OK-2 from 5/20-23/19 in Tulsa, OK; cost of \$1,404.90
  - 7. Sunny Abbott to Epidemiology and Prevention of Vaccine Preventable Disease: The Pink Book Course from 5/28-30/19 in Atlanta, GA; cost of \$4,939.62
  - 8. Kaitlin Moore to Basic Life Support (CPR Certification) Training on 6/7/19 in Tulsa, OK; cost of \$59
  - 9. DeBrena Hilton to 2019 NEHA Annual Educational Conference & Exhibition from 7/8-12/19 in Nashville, TN; cost of \$2,555
  - 10. Payton Flewellen to OK 3 Training from 7/16-18/19 in OKC, OK; cost of \$535.80
- (Clerk's Misc. File No. 247912)

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Sallee, seconded by Peters, to cancel and disallow the following purchase order:

PO#	Vendor	Warrant #	Amount	Clerk's Misc. File #
1822583	Oklahoma Tax Commission	531125	\$98.80	247913

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Peters, seconded by Sallee, to approve and authorize execution by the Commission, the claims, (payments for bills to be paid 5/6-10/19) that are in order as required by Title 19 O.S. §1505 D 11 providing all claims involving wages and/or salaries be subject to state and federal withholding tax, retirement fund and social security deductions.

Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Moved by Sallee, seconded by Peters, to approve and authorize execution by the Commission, Blanket Purchase Orders and Emergency Purchase Orders submitted from 5/13-17/19. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

Chairman advised the announcements and County Events and Status updates were open for comment and discussion. The departments with information gave a report.

Moved by Peters, seconded by Sallee, that this meeting be adjourned. Upon roll call, Sallee, yes; Peters, yes; Keith, yes. Motion carried.

(Agenda of emergency meeting was posted on May 22, 2019 at 11:41 a.m.)

MINUTES  
Wednesday, May 22, 2019

The Board of County Commissioners for Tulsa County met at the hour of 11:45 a.m. with the following members present: Karen Keith, Chairman; Stan Sallee, Member; and Michael Willis, Tulsa County Clerk, represented by Whitney Alexander. Others Present: Vicki Adams, Doug Wilson, Michael Craddock, Kathy Semler, Jeff Dannels, Amanda Cobourn, Troy McDaniel, Megan Blackford, Toni Kizer, and Georgeann Hiebert.

Karen Keith, Chairman, called the emergency meeting to order at 11:45 a.m. and the following business was transacted:

On May 20, 2019, a severe storm system including heavy rain, strong winds, floods, and tornado damage occurred in Tulsa County, Oklahoma which may cause considerable damage to public and private properties.

Immediate attention is required to protect public health, reduce further damage, ensure public safety and render emergency relief.

The Board of County Commissioners of Tulsa, Oklahoma, find that the aforementioned conditions constitute a threat to the safety and welfare of the County, and create an emergency disaster situation within the meaning of Section 683.3, Oklahoma Emergency Management Act of 2003, as amended.

Moved by Sallee, seconded by Keith, to approve and authorize execution by the Commission, the Disaster Emergency Proclamation from the Tulsa Area Emergency Management Agency, declaring Tulsa County to be a disaster area, entitled to aid, relief, and assistance and hereby direct the implementation of the City/County Emergency Operations Plan. The proclamation shall expire after seven (7) days unless otherwise extended by the Commissioners. Upon roll call, Keith, yes; Sallee, yes. Motion carried.  
(Clerk's Misc. File No. 247914)

Moved by Sallee, seconded by Keith, that this meeting be adjourned. Upon roll call, Keith, yes; Sallee, yes. Motion carried.

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TULSA COUNTY  
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PURCHASING  
DEPARTMENT

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# MEMO

DATE: May 22, 2019

FROM: Megan L. Blackford  
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Recommendation – Reflective Sign Sheeting

It is the recommendation of the Tulsa County Purchasing Department and the Tulsa County Highway Department to award the bid for Reflective Sign Sheeting to the following vendor:

**3M Company**

This was the lowest and best bid received.

This award is good for a one (1) year period beginning May 29, 2019 through May 28, 2020.

This recommendation is respectfully submitted for your approval.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the May 28, 2019 agenda.

After review of the reflective sheeting bid and consultation with the sign shop the three M bid was cheaper on the products that we use and is compatible with our system of making signs I recommend that we award the reflective sheeting bid to 3M.

Highway supt.

Darrel Hicks

APPROVAL :   
ASST. COUNTY ENGINEER

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TULSA COUNTY



PURCHASING  
DEPARTMENT

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# MEMO

DATE: May 22, 2019

FROM: Megan L. Blackford  
Assistant Purchasing Director

TO: Board of County Commissioners

SUBJECT: Amendment #1- Cintas

Submitted for your approval and execution is the attached Amendment #1 to the Agreement between the Board of County Commissioners on behalf of all Tulsa County Departments and Cintas originally executed July 23, 2018, CMF# 245483.

This amendment extends the term of the agreement for the 2019-2020 fiscal year and amends the rates.

Respectfully submitted for your approval and execution.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the May 28, 2019 agenda.





## CONTRACT / AGREEMENT RENEWAL

Department: Tulsa County Departments

Vendor: Cintas

Describe Product / Service provided by this contract: Rental of Uniforms, Mats,  
Towels, Etc.

Original CMF # 245483

Dated: 7/23/18

Current CMF # 245483

Dated: 7/23/18

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect for the fiscal year \* 2019 - 2020 and shall be effective upon full execution of this contract/agreement renewal. \*Note: Fiscal Year is July 1-June 30

Vendor:

Printed Name: Jeremy Dressler

Date: 5/16/19

Approved by the Board of County Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Michael Willis  
Tulsa County Clerk

\_\_\_\_\_  
Chairman, Board of County Commissioners  
Tulsa County

**NOTE:** Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda

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TULSA COUNTY

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PURCHASING  
DEPARTMENT

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MEMO

DATE: May 22, 2019

FROM: Matney M. Ellis  
Purchasing Director

TO: Board of County Commissioners

SUBJECT: Amendment #1- Safety Supplies



On May 13, 2019, the bid for Safety Supplies was awarded to Advanced Industrial Solutions and Medsafe, Inc. by the Board of County Commissioners, CMF# 247797.

Medsafe, Inc. has informed the Tulsa County Purchasing Department about two mispriced items on their bid proposal. Both of these items were originally awarded to Medsafe, Inc. and the correct price is a decrease from their original bid.

This amendment is to change the following:

Ivy X Pre-Contact, 4 oz., priced per each is decreased from \$22.69 to \$1.92, CC# 8100 012 0144, item # Coretex Sunx83666.

Epimax skin shield, 4 oz., priced per each is decreased from \$37.64 to \$2.86, CC# 8100 012 0145, item # Coretex Sunx22664.

This amendment is respectfully submitted for your approval.

MME / arh

ORIGINAL: Michael Willis, County Clerk, for the May 28, 2019 agenda.

## Amanda Hensley

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**From:** Andi Horn <andi\_horn@gosafe.com>  
**Sent:** Friday, May 17, 2019 2:58 PM  
**To:** Amanda Hensley  
**Subject:** 2019 BID AWARD

Good afternoon Amanda,

I have adjusted pricing down on two items on the bid. We had incorrect pricing in our system, which someone had loaded each pricing at case pricing.

8100 012 0144 from 22.69 each to 1.92 each

8100 012 0145 from 37.64 each to 2.86 each

Sorry for the inconvenience, thank you and have a good weekend!

### Andi Horn

BRANCH OFFICE MANAGER

4432 S 70<sup>th</sup> Ave.; Tulsa, OK 74145

<i>phone</i>	888.622.8758
<i>branch</i>	918.622.8128
<i>fax</i>	281.476.5394
<i>email</i>	<a href="mailto:andi_horn@gosafe.com">andi_horn@gosafe.com</a>



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TULSA COUNTY

PURCHASING  
DEPARTMENT

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# MEMO

DATE: May 22, 2019

FROM: Megan L. Blackford  
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Amendment #2 – Truck Rental

On July 5, 2017, the bid for Truck Rental as awarded to Budget Truck Rental by the Board of County Commissioners, CMF#241870.

This amendment #2 is to renew the Truck Rental award for a one year period, effective July 7, 2019 through July 6, 2020. Budget Truck Rental has agreed to keep pricing that is currently in place with no changes to the terms of the bid.

This recommendation is respectfully submitted for your approval.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the May 28, 2019 agenda.

RESOLUTION  
CONTRACT/AGREEMENT RENEWAL

Department: Election Board

Vendor: Budget Truck Rental

Describe Product/Service provided by this contract:

Truck Rental

Original CMF # 247870

Dated: 07/05/2017

Current CMF # 244613

Dated: 05/14/2018

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect for the period July 7, 2019 through July 6, 2020 and shall be effective upon full execution of this contract/agreement renewal.

ATTEST:

Michael Willis  
County Clerk

Chairman, Board of County Commissioners  
Tulsa County

Date:

Vendor

*Nancy Mayberry*

NOTE: Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda

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TULSA COUNTY

PURCHASING  
DEPARTMENT

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# MEMO

DATE: May 22, 2019

FROM: Megan L. Blackford  
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Amendment #2 – Automotive Body Repair

On July 5, 2017, the bid for Automotive Body Repair as awarded to Collision Center of Tulsa, Inc. by the Board of County Commissioners, CMF#241871.

This amendment #2 is to renew the Automotive Body Repair award for a one year period, effective July 9, 2019 through July 8, 2020. Collision Center of Tulsa, Inc. has agreed to keep pricing that is currently in place with no changes to the terms of the bid.

This recommendation is respectfully submitted for your approval.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the May 28, 2019 agenda.

**RESOLUTION  
CONTRACT/AGREEMENT RENEWAL**

Department: Central Garage

Vendor: Collision Center of Tulsa, Inc.

Describe Product/Service provided by this contract:

Automotive Body Repair

Original CMF # 241871

Dated: 07/05/2017

Current CMF # 244690

Dated: 05/21/2018

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect for the period July 9, 2019 through July 8, 2020 and shall be effective upon full execution of this contract/agreement renewal.

ATTEST:

Michael Willis  
County Clerk

Chairman, Board of County Commissioners  
Tulsa County

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

**Rick Peterson**

Vendor

Digitally signed by Rick Peterson  
Date: 2019.05.16 14:20:17  
-05'00'

NOTE: Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda



# MEMORANDUM

**Date:** May 10, 2019

**To:** Board of County Commissioners

**From:** Commissioner Karen Keith, Chairman of BOCC 

**RE:** Amended Reappointment To The INCOG Economic Development District Comprehensive Economic Development Strategy Committee

Submitted for your approval is the amended reappointment of John Fothergill to the INCOG Economic Development District Comprehensive Economic Development Strategy Committee.

This reappointment is for a one-year term expiring June 30, 2020.

**Cc:** Commissioner Stan Sallee  
Commissioner Ron Peters  
Rich Brierre and Brian Bigbie, INCOG

ORIGINAL TO COUNTY CLERK FOR MAY 28, 2019 BOCC MEETING AGENDA.



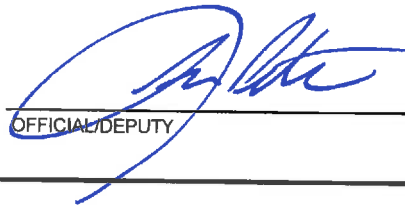


**RESOLUTION**  
**TO DESIGNATE NEW OR REPLACEMENT**  
**REQUESTING, REQUISITIONING OR RECEIVING OFFICER**

**BE IT RESOLVED** that Julie Blew, employee of BOCC  
has been designated as \_\_\_\_\_  
(Department/Division)

- (Check One) ☐ Requesting Officer (to sign in absence of Official)  
☒ Requisitioning Officer  
☐ Receiving Officer

to replace Diane Hamilton  
(Previous Designee)

  
\_\_\_\_\_  
OFFICIAL/DEPUTY

The above newly designated person shall have authority to

- (Check One) ☒ Make requisitions  
☐ Receive authorized purchases

from the indicated appropriation accounts in compliance with Oklahoma Purchasing Procedures and Tulsa County policies.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**ATTEST:**

\_\_\_\_\_  
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
COUNTY CLERK

**INSTRUCTIONS:**

1. Department: a) Complete the top section of this form. Official/Deputy's signature is required.  
b) Forward the form to the Office of the County Clerk.  
c) Additional copies of this form are available from the County Forms Desk.
2. County Clerk: Place the Resolution on the agenda of the next regularly scheduled BOCC meeting, in accordance with established procedures.
3. BOCC Chairman: Upon BOCC approval, sign the Resolution in the designated blank.
4. County Clerk: a) Sign and date the approved Resolution in the designated blanks.  
b) Enter into BOCC meeting minutes the designee's name from the approved Resolution.  
c) Copy Resolution to:
  - Purchasing Department (County Purchasing Agent)
  - County Clerk's Office (Bookkeeping Supervisor)
  - IT Division (Programmers assigned to Bookkeepers' Purchasing System)
  - Administrative Services (County Procedures Writer)  
d) Retain original Resolution in permanent files.
5. Procedures Writer: a) Update Roster of Authorized Requesting, Requisitioning and Receiving Officers.  
b) Copy revised Roster to:
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  - County Clerk's Office (4 copies)
  - IT Division (Programmers assigned to Bookkeepers' Purchasing System)
6. County Clerk: File one copy of revised Roster with original Resolution. Distribute remaining copies within County Clerk's Office.



**RESOLUTION**  
**TO REMOVE**  
**REQUESTING, REQUISITIONING OR RECEIVING OFFICER**

**BE IT RESOLVED** that Amy Fair current or former employee of County Clerk  
has been **REMOVED** as (Department/Division)

- (Check One) ☐ Requesting Officer (to sign in absence of Official)  
☒ Requisitioning Officer  
☐ Receiving Officer

effective MAY 28, 2019  
(Date)

  
\_\_\_\_\_  
OFFICIAL/DEPUTY

The above-named person shall have no further authority to  
(Check One) ☐ Make requisitions  
☐ Receive authorized purchases  
from the indicated appropriation accounts in compliance with Oklahoma Purchasing Procedures and Tulsa County policies.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

**ATTEST:**

\_\_\_\_\_  
COUNTY CLERK

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STATE OF OKLAHOMA     )  
                                      ) ss.  
COUNTY OF TULSA        )

BEFORE THE BOARD OF COUNTY  
COMMISSIONERS OF TULSA COUNTY,  
OKLAHOMA, ACTING AS EX OFFICIO  
MEMBERS OF TULSA COUNTY DRAINAGE  
DISTRICT NO. 12

**RESOLUTION APPROVING PROPOSED BUDGET FOR  
DRAINAGE DISTRICT NO. 12, TULSA COUNTY,  
OKLAHOMA, FOR THE FISCAL YEAR 2019-2020  
AS SUBMITTED BY THE DRAINAGE COMMISSIONER**

WHEREAS, the Drainage Commissioner of Tulsa County Drainage District No 12, M. Todd Kilpatrick, did on the 10<sup>th</sup> day of April, 2019, submit and file his request for funds to operate said drainage district during the fiscal year 2019-2020; and

WHEREAS, said request totals the sum of \$999,750.00, and said budget was properly reviewed and approved by the Advisory Board of said Drainage District No. 12 at a meeting held on the 9<sup>th</sup> day of April 2019, at 12:00 p.m., at 1202 E Pecan, Sand Springs, Oklahoma.

WHEREAS, the Board of County Commissioners, as ex officio members for Tulsa County Drainage District No. 12, finds that said budget is reasonable and necessary and should be approved.

NOW, THEREFORE, BE IT RESOLVED that said budget, as submitted, should be and hereby is approved.

BE IT FURTHER RESOLVED, that the minimum drainage assessment be and it is hereby set at the sum of \$5.00.

Upon motion by Commissioner \_\_\_\_\_, and seconded  
by Commissioner \_\_\_\_\_, said budget was approved and  
confirmed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Chairman, Board of County Commissioners

ATTEST:

\_\_\_\_\_  
County Clerk

STATE OF OKLAHOMA )  
 ) SS.  
COUNTY OF TULSA )

BEFORE THE BOARD OF COUNTY  
COMMISSIONERS OF TULSA COUNTY  
OKLAHOMA, EX OFFICIO COMMISSIONERS  
FOR TULSA COUNTY DRAINAGE DISTRICT  
NO. 12

**RESOLUTION TO STRIKE ASSESSMENT**  
**FROM THE 2018 TAX ROLL OF DRAINAGE DISTRICT NO. 12**

**WHEREAS**, the hereinafter described parcels appearing on the 2018 Tax Roll of Drainage No. 12 was erroneously assessed as this business filed an amended rendition and assessment was lowered and a portion should be stricken from the 2018 Tax Roll of Drainage District 12, and

**NOW, THEREFORE, BE IT RESOLVED**, that the Tulsa County Board of County Commissioners should and does strike on the 2018 Tax Roll of Drainage District No 12, the assessments in the following amount

<u>Parcel No.</u>	<u>Item NO.</u>	<u>Assessed Value</u>	<u>Tax Amt</u>	<u>Amt to strike</u>
UNITED ENERGY TRADING LLC 00000-51-80-02075	18-20-5001700-063-6	45,989	506.00	348.00

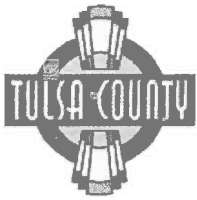
**AND BE IT FURTHER RESOLVED**, that the County Clerk and the County Treasurer be and they are hereby directed to correct their records accordingly.

Upon Motion by Commissioner \_\_\_\_\_ and seconded by  
Commissioners \_\_\_\_\_, and Resolution was unanimously adopted this \_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Chairman, Board of County Commissioners Tulsa County  
Oklahoma and Ex-Officio Commissioners of Tulsa County  
Drainage District No. 12

ATTEST:  
MICHAEL WILLIS, COUNTY CLERK

By \_\_\_\_\_



**RESOLUTION**  
**TO DESIGNATE NEW OR REPLACEMENT**  
**REQUESTING, REQUISITIONING OR RECEIVING OFFICER**

**BE IT RESOLVED** that Amy Fair, employee of Fiscal Office  
has been designated as \_\_\_\_\_  
(Department/Division)

- (Check One) ☐ Requesting Officer (to sign in absence of Official)  
☒ Requisitioning Officer  
☐ Receiving Officer

to replace Marc Langston  
(Previous Designee)

\_\_\_\_\_  
OFFICIAL/DEPUTY

The above newly designated person shall have authority to  
(Check One) ☐ Make requisitions  
☐ Receive authorized purchases  
from the indicated appropriation accounts in compliance with Oklahoma Purchasing Procedures and Tulsa County policies.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

**ATTEST:**

\_\_\_\_\_  
COUNTY CLERK

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**RESOLUTION**  
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has been **REMOVED** as (Department/Division)

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☐ Requisitioning Officer  
☒ Receiving Officer

effective MAY 28, 2019  
(Date)

\_\_\_\_\_  
OFFICIAL/DEPUTY

The above-named person shall have no further authority to

- (Check One) ☐ Make requisitions  
☐ Receive authorized purchases

from the indicated appropriation accounts in compliance with Oklahoma Purchasing Procedures and Tulsa County policies.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

**ATTEST:**

\_\_\_\_\_  
COUNTY CLERK

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**James Griffin Rea**  
*Assistant District Attorney*  
*Tulsa County District Attorney's Office, Civil Division*  
*(918) 596 - 4845*

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**TO:** Board of County Commissioners  
Karen Keith, Chairman  
Ron Peters  
Stan Sallee

**DATE:** May 16, 2019

**REFERENCE:** *Tort Claim TC-2019-18*

Please place the Tort Claim on the agenda for the next meeting of the Board of County Commissioners. Review in Executive Session will not be necessary.

**Tort Claim:** TC-2019-18      **Claimant:** Jonathan Bergmann  
c/o Kirkendall Dwyer, LLP  
4343 Sigma Rd., Ste. 200  
Dallas, TX 75244

On May 9, 2019, Claimant delivered notice to the County Clerk of a tort claim in connection to an incident at the location described as, "South Greenwood Ave., near intersection of East 1<sup>st</sup> St. in downtown Tulsa, OK near the railroad tracks." Claimant allegedly suffered injuries as a result of being ejected from his motorcycle after hitting a pothole at the location.

David Hayes, Tulsa County Safety Officer, and I reviewed the records of Tulsa County Highway District 2 (TCHD 2). Our review determined the incident did not occur on a roadway maintained by Tulsa County. Based on the incident reports, Oklahoma statutes and pertinent case law, I believe it would be appropriate and therefore recommend the Board DENY this claim.

Sincerely,

A handwritten signature in blue ink, appearing to read "James Griffin Rea".

**James Griffin Rea**



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TULSA COUNTY

PURCHASING  
DEPARTMENT

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MEMO

DATE: May 22, 2019

FROM: Matney M. Ellis  
Purchasing Director



TO: Board of County Commissioners

SUBJECT: Agreement – Osiyo Metal Fabricators, LLC

Bids for the Tulsa County “HQ” Administration Building Renovations were opened on May 6, 2019 and the recommendation to award Bid Package 05D (Custom Steel Gates) to Osiyo Metal Fabricators, LLC was approved by the Board of County Commissioners on May 13, 2019, CMF# 247793.

The Tulsa County Purchasing Department respectfully requests the Board of County Commissioners approve and execute the attached Trade Contractor Agreement between the Board of County Commissioners and Osiyo Metal Fabricators, LLC for the scope of work as defined in the agreement and referenced bid documents.

Respectfully submitted for your approval and execution.

MME / mlb

ORIGINAL: Michael Willis, County Clerk, for the May 28, 2019 agenda.

## TRADE CONTRACTOR AGREEMENT

### 1. Effective Date, Parties and Notice

This Agreement is entered into this 13 day of May in the year 2019 by and between  
Tulsa County Board of County Commissioners, referred to in this Agreement as the Owner, and the

TRADE CONTRACTOR      Osiyo Metal Fabricators, LLC  
1801 N Indianwood Ave  
Broken Arrow, Ok 74012

Tax ID/EIN/SSN: 81-3197656

ATTENTION: Chris Ziegler

referred to in this Agreement as the Trade Contractor for services in connection with this

PROJECT NAME              Tulsa County Administration Building Renovations

PROJECT NUMBER        HEADQ

LOCATION                    218 W 6<sup>th</sup> St  
Tulsa, OK 74119

whose

CONSTRUCTION           FLINTCO, LLC  
MANAGER is                1624 W 21<sup>st</sup> St  
Tulsa, OK 74107

and whose

ARCHITECT is              GH2 Architects  
320 S Boston Ave  
Suite 100  
Tulsa, Ok 74103

NOTICE TO THE PARTIES SHALL BE GIVEN AT THESE ADDRESSES

## **2. Safety**

**2.1** The Trade Contractor agrees that the prevention of accidents to workmen and property engaged upon or in the vicinity of the Trade Work is its responsibility. The Trade Contractor agrees to comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety as shall be applicable to the Trade Work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with the safety standards established during the progress of the Trade Work by the Construction Manager (referred to herein as "CM").

**2.2** When so ordered, the Trade Contractor shall stop any part of the Trade Work which the CM deems unsafe until corrective measures satisfactory to the CM have been taken. The Trade Contractor agrees that it shall not have nor make any claim for damages arising from such stoppages. Should the Trade Contractor fail to take appropriate corrective measures in a timely manner, the CM may do so at the cost and expense of the Trade Contractor and may deduct the cost and expense thereof from any payments due or to become due to the Trade Contractor. Failure on the part of the CM to stop unsafe practices shall in no way relieve the Trade Contractor of its responsibility therefor.

**2.3** The Trade Contractor will follow the provisions of all applicable statutes and ordinances which require persons or firms doing excavation to do so only after giving notice to utility companies and obtaining information on the location of utilities (such as "one-call" systems).

## **3. Trade Contractor Representations**

**3.1** The Trade Contractor acknowledges receipt of all policies listed in Exhibit C. Subject to applicable law the Trade Contractor further agrees to be bound by these policies as part of this Agreement. The Trade Contractor represents and agrees that it has carefully examined and understands this Agreement and the other Trade Contract Documents, has investigated the nature, locality and site of the Trade Work and the conditions and difficulties under which it is to be performed, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the CM, the Owner or any of their respective officers, agents or employees.

**3.2** The commencement of the Trade Work by the Trade Contractor on the site of the Project shall constitute the legal and binding acceptance by the Trade Contractor of this Agreement. For purposes of this paragraph the mobilization of equipment, delivery of materials or the performance of actual labor on the Project site, whichever occurs first, shall constitute a "commencement" of Trade Work by the Trade Contractor. The Owner reserves the right, however, to insist on a signed Agreement prior to the making of any payment to the Trade Contractor.

## **4. Bonds**

The Trade Contractor shall furnish a Performance Bond and a Separate Payment Bond satisfactory to the CM, in its sole determination, in the full amount of the Agreement Amount. Bonds shall be furnished by a surety acceptable to the CM, in the full amount of the Agreement Amount, and on the forms attached as Exhibit G. Trade Contractor must also furnish any applicable statutory bonds if required by the state in which the Project is located.

## **5. Trade Contractor Duties**

**5.1 Trade Work.** The Owner retains the Trade Contractor as an independent contractor, to provide all labor, materials, equipment and services necessary or incidental to complete that portion of the work on the Project as set forth in Exhibit A to this Agreement, consistent with the Project Schedule and in strict accordance with and reasonably inferable from the Trade Contract Documents. The Trade Contractor agrees to perform such part of the work (hereafter called "Trade Work") for the Project under the general direction of the CM and subject to the final approval of the CM, Architect/Engineer or other specified representative of the Owner.

**5.2 Trade Contract Documents.** The Trade Contract Documents include this Agreement, Agreement between the Owner and the CM ("CM Agreement"), including all addenda, modifications, revisions, plans, drawings, specifications, details, together with all general, technical, supplementary and special terms and conditions, any invitations for bids or information for bidders, if any, to the extent applicable, and all other documents listed in or referred to by the CM Agreement. The Owner and the Trade Contractor are mutually bound by the terms of this Agreement. To the extent the terms of the CM Agreement apply to the work of the Trade Contractor, then the CM on behalf of the Owner assumes toward the Trade Contractor all the obligations, rights, duties and redress that the Owner under the CM Agreement assumes toward the CM. In the identical way, the Trade Contractor assumes toward the CM all the same obligations, rights, duties and redress that the CM assumes toward the Owner and Architect/Engineer under the CM Agreement. This Agreement and the rest of the Trade Contract Documents are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement

irreconcilably conflicts with a provision of the Trade Contract Documents, the provision granting greater rights or remedies to the Owner or imposing the greater duty, standard or responsibility or obligation on the Trade Contractor shall govern.

**5.3 Design Delegation.** If the Trade Contract Documents (1) specifically require the Trade Contractor to provide design services and (2) specify all design and performance criteria, the Trade Contractor shall provide the design services necessary to satisfactorily complete the Trade Work. Design services provided by the Trade Contractor shall be procured from licensed, design professionals (the "Designer") retained by the Trade Contractor as permitted by the law of the place where the Project is located. The Designer's signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by the Designer. Shop Drawings and other submittals related to the Trade Work designed or certified by the Designer, if prepared by others, shall bear the Trade Contractor's and the Designer's written approvals when submitted to the CM. The Owner and the CM shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by the Designer.

**5.3.1** If the Designer is an independent professional, the design services shall be procured pursuant to a separate agreement between the Trade Contractor and the Designer. The Trade Contractor-Designer agreement shall not provide for any limitation of liability or exclusion from participation in the multiparty proceedings requirement of Paragraph 21.6. If applicable, the Designer(s) is (are)

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The Trade Contractor shall notify the CM in writing if it intends to change the Designer. The Trade Contractor warrants the design furnished by the Designer will be in conformance with the information given and the design concept expressed in the Trade Contract Documents. The Trade Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Trade Contract Documents furnished by the Owner, Architect/Engineer or CM

**5.3.2** The Trade Contractor shall not be required to provide design services in violation of any applicable law.

**5.4 Clean Up.** The Trade Contractor is responsible for its own "clean-up" and keeping the Trade Work areas "broom clean". If the CM determines the Trade Work area to be unsatisfactorily cleaned, the CM will so advise the Trade Contractor. If the Trade Contractor fails to commence cleaning procedures within twenty four (24) hours and continue to clean said area to the CM's satisfaction, the CM may without further notice execute and complete such clean up activities as the CM deems necessary and charge the cost to the Trade Contractor or deduct such cost from payments due to the Trade Contractor. The Trade Contractor is responsible to clean the mud and gravel off its vehicles (including vehicles operated by its lower tier contractors and suppliers) prior to leaving the site. Any mud or gravel that is tracked onto the surrounding roads shall be removed immediately. The CM has the right to clean up surrounding roads immediately upon the Trade Contractor's failure to do so, the cost of which shall be deducted from the Trade Contractor's next payment.

**5.5 Protection of Trade Work.** The Trade Contractor is responsible for protection of its material, equipment and installation until the final acceptance by the Owner and the Architect.

**5.6 Protection of the Project.** The Trade Contractor shall confine operations at the Project site to areas permitted by the CM and shall not unreasonably encumber the Project site with materials or equipment. The Trade Contractor is responsible for any damage caused to adjacent property or access roads by the Trade Contractor, its lower tier contractors or suppliers during the course of the Trade Work.

**5.7 Supervision.** All of the Trade Work is the sole and absolute responsibility of the Trade Contractor; shall be initiated, managed, performed and completed by qualified, competent, skilled and reputable supervisors, administrators, mechanics and laborers, all of which are satisfactory to the CM; shall be in full compliance with the Trade Contract Documents including this Agreement; and shall meet the approval and acceptance of the CM and the Owner or its authorized representative.

## **6. Schedule**

Time is of the essence. The Trade Contractor shall commence the Trade Work under this Agreement when notified by the CM and shall complete the Trade Work in a diligent manner in accordance with the Trade Contract Documents and the Schedule of Work as set forth in Exhibit E so that progress or completion of the Project will not be delayed and in such a manner that the CM, any other Trade Contractors, and any separate contractors of the Owner shall not be delayed or impeded in their work. The Trade Contractor shall participate and cooperate in the development of schedules and other efforts to achieve timely completion of the Trade Work by providing information on the timing and sequence of operations so as to meet the CM's overall schedule requirements. The Trade Contractor shall continuously monitor the Project Schedule including any revisions thereto, and other work on the Project so as to execute the Trade Work in accordance with the requirements of the Project Schedule.

The Trade Contractor agrees to be responsible for, carry out, and perform all time guarantees upon work or materials referred to in the Trade Contract Documents relating to any labor performed or material furnished under this Agreement.

## **7. Payment**

7.1 In consideration of faithful and timely performance by the Trade Contractor of all the covenants and the conditions aforesaid, the Owner agrees to pay the Trade Contractor, subject to other provisions hereof, including authorized additions and deletions, the sum of  
**Thirty-One Thousand, Three Hundred and Twenty-Seven Dollars and 00/100 DOLLARS (\$31,327.00)**

(the "Agreement Amount") [which amount is Tax Exempt in accordance with attached Exhibit H]. Payment shall only be due for the portion of the Trade Work actually completed to the satisfaction of the CM, the Architect and the Owner. Trade Contractor shall submit a progress payment application to the Owner, with a copy to the CM and the Architect, for Trade Contractor Work properly performed during that month. Within thirty (30) days after Trade Contractor's complete, proper and timely payment application has been received by the Owner, the Owner shall make payment to Trade Contractor, less any applicable retainage or other set off. The Owner may withhold payment of part or all of Trade Contractor's payment application upon notice to Trade Contractor as allowed by law. Progress payment applications must be submitted by the Trade Contractor each month in an amount equal to ninety percent (90%) of the estimated value of the labor, materials and equipment incorporated in the construction and materials and equipment suitably stored at the Project site, less the aggregate of previous payments. The Trade Contractor's Affidavit and Waiver of Lien for prior payments must be properly executed by an authorized representative of the Trade Contractor and returned to the Owner and the CM prior to issuance of subsequent payments.

7.2 Progress payment applications are to be submitted on AIA G702 with Schedule of Values AIA G703. With each progress payment application, the Trade Contractor shall furnish a tabulated breakdown of the portion of the Trade Work included in the payment request, listing items of the work in sufficient detail as determined by the Owner and the CM to easily facilitate payment requests to be checked by the CM as the work progresses.

7.3 Each payment request or invoice must be received by the Owner by the last day of the month to be processed with other progress payment applications for that month. Invoices and payment requests received that are inaccurate or without substantiation, or after said day of the month will be held until corrected and substantiated, and then processed with the following month's payment application.

7.4 The Trade Contractor shall submit its request for partial payment conforming to the standard CM billing form, with schedule of values attached thereto, representing a true and accurate estimate of the Trade Work completed, and materials stored during the immediately preceding month or such other immediately preceding period as directed by the CM. In addition, if allowed by the Trade Contract Documents, all invoices and insurance certificates shall be included for all stored materials in an off-site storage area applicable to the payment request.

7.5 The Trade Contractor shall, additionally with each payment request, submit copies of payrolls to document the value of work in place and a Partial Release of Lien from all lower tier contractors and major material suppliers for which payment has previously been made to the Trade Contractor.

7.6 If the Owner or the CM on behalf of the Owner, in their sole discretion, deem it necessary, the Trade Contractor agrees to receive each of its progress payments and final payment in the form of multiple checks issued jointly between the Trade Contractor's lower tier contractors and major material suppliers and the Trade Contractor. Lower tier contractors that are to receive part or all of their progress payments as joint checks shall additionally submit with their Payment Requests all invoices from each lower tier contractor and major supplier and the net payments to be issued to each.

7.7 No partial payment, or certificate therefore, shall constitute acceptance or approval by the Owner, the CM or the Architect of the Trade Work or material for which the partial payment is made. No partial payment shall constitute a waiver by the Owner of any right to require fulfillment of all the terms of this Agreement. Neither the final payment nor any partial payment, nor any certificate for either, shall constitute acceptance by the Owner of defective work or improper materials or of any element of the Trade Contractor's performance determined to be at variance with this Agreement.

7.8 The Owner shall have the right to set off any amounts the Trade Contractor owes to the Owner under this Agreement or by law against the remaining balance under this Agreement, or against any amounts due the Trade Contractor under any other agreements with the Owner.

7.9 **Final Payment.** Final payment by the Owner to the Trade Contractor shall not become due and payable to the Trade Contractor until the following express conditions precedent have been met: (1) The completion of the Trade Work required by this Agreement and acceptance of the Trade Work by the CM, the Owner and the Architect; (2) execution and delivery by the Trade Contractor, in a form satisfactory to the CM, of a general release running to and in favor of the CM and the Owner; and (3) complete and full satisfaction of all claims, demands, disputes and obligations of the Trade Contractor arising out of or related to this Agreement, including those between the Owner and the Trade Contractor and between the Trade Contractor and any third party. Should there be any such claim, lien or unsatisfied obligation, whether before or after final payment is made, the Trade Contractor shall deliver payment to the Owner an amount equal to whatever cost the Owner must pay to discharge or defend against any such claim, obligation, lien or action brought, or any judgment thereon and all costs, including legal fees and expenses and a 15% Administrative Fee, incurred in connection therewith.

## **8. Hazardous Materials**

The Trade Contractor shall at all times comply with all rules and regulations of any municipality, state or federal environmental protection, and toxic waste and hazardous substances laws, ordinances and regulations, and how they relate to the Trade Work, and shall be equally responsible for actions and inactions of Trade Contractors, lower tier contractors, and any other agents or independent contractors of the Trade Contractor. The Trade Contractor shall be deemed to, and shall, have included in the Agreement Amount the containment, removal, disposal or neutralization of all toxic wastes and hazardous substances created, generated or transported to or from the Project site in conjunction with the Trade Work. The Trade Contractor will be responsible for identifying toxic wastes and hazardous substances generated, released, caused by or resulting from the Trade Work and notifying the CM of its presence in writing as soon as it is identified. The terms "toxic wastes" and "hazardous substances" shall have the same meaning as defined under federal environmental laws and regulations. At all times the Trade Contractor shall defend, indemnify and hold harmless the Owner and the CM from any and all expenses, costs, damages, suits, fines, assessments, penalties and/or causes of action, including attorney's fees through all investigations, negotiations, hearings or appeals, relating to or arising out of the Trade Contractor's failure to strictly comply with the terms of this paragraph.

## **9. Compliance with Laws**

**9.1** The Trade Contractor agrees to be bound by, and at its own costs comply with, all federal, state and local laws, ordinances and regulations (the "Laws") applicable to the Trade Work, including but not limited to safety, equal employment opportunity, minority business enterprise, women's business enterprise, disadvantaged business enterprise, sexual and racial harassment, and all other Laws with which the Owner or CM must comply.

**9.2** Where prescribed by Law pursuant to direct Federal contracts or Federally-financed or aided contracts, or otherwise required by Law, the Trade Contractor agrees the following clauses found in the Trade Contract Documents or in the Code of Federal Regulations (CFR) are incorporated in this Agreement and binding on Trade Contractor as if written herein word for word: the clauses entitled "Equal Opportunity Clause" (41 CFR Sections 60-1.4 & 60-4.3); "Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans of the Vietnam Era" (41 CFR Section 60-250.4); "Affirmative Action Obligations of Contractors and Subcontractors for Handicapped Workers" (41 CFR Section 60-741.1); "Contract Work Hours and Safety Standards Act-Overtime Compensation"; "Apprentices and Trainees"; "Payrolls and Basic Records"; "Compliance with Copeland Act Requirements"; "Withholding"; "Subcontracts"; "Contract Termination-Department"; "Disputes Concerning Labor Standards"; "Compliance with Davis-Bacon and Related Act Requirements"; and "Certification of Eligibility" and such other clauses as the Federal Government has required by law or contract. Trade Contractor agrees to include all such clauses in any non-exempt, lower-tier contracts.

**9.3** **Immigration Compliance.** The Trade Contractor represents and warrants that the Trade Contractor is in compliance with, and shall remain in compliance with, the provisions of the Immigration Reform and Control Act of 1986 (The "Act") and all other Federal, State, and/or local immigration statutes/ordinances, as applicable, including, but not limited to the provisions of the Act prohibiting hiring and continued employment of unauthorized aliens, requiring verification and record keeping with respect to identity and eligibility for employment and prohibiting discrimination on the basis of national origin, United States citizenship, or intending citizen status. The Trade Contractor agrees to indemnify the Owner and the CM and to hold the Owner and the CM harmless from all liability, including liability for interest and penalties, the Owner and/or the CM incurs with results from or is attributable to the Trade Contractor's failure to comply with any provisions of the Act, and or applicable Federal, State, and/or local immigration statute/ordinance, including reimbursing the Owner and the CM any monies expended by either of them in participating in or responding to any investigation/suit/civil or criminal immigration matter involving the Trade Contractor. As it relates to immigration compliance, the Trade Contractor shall be responsible for completing any and all required documentation in accordance with requirements put forth by the Owner, CM or applicable law.

**9.4** The Trade Contractor shall be liable to the CM and the Owner for all loss, cost and expense attributable to any acts of commission or omission by the Trade Contractor, its contractors at any tier, and its and their respective employees and agents resulting from the failure to comply with Laws, including, but not limited to, any fines, penalties

## **10. Insurance**

**10.1** The Trade Contractor agrees to procure, pay for and maintain in full force and effect during the course of the performance of the Agreement all insurance required by the laws of the state in which the Trade Work covered by this Agreement is being performed, and in such form and amounts as described in Exhibit B which is attached hereto and incorporated into this Agreement. The Trade Contractor shall not commence the Trade Work nor receive any payment hereunder until Certificate of such Insurance is furnished to the CM.

**10.2** The CM shall have no duty to the Trade Contractor or to any of its insurers or their insurance agents to review any certificates or copies of insurance furnished to the CM or to determine whether the terms of each certificate or policy of insurance comply with the insurance-related provisions of the Agreement. A failure of the CM to detect that the Trade Contractor has not submitted certificates, or proper certificates, or is

otherwise not in compliance with the insurance-related provisions of the Agreement shall not be construed as a waiver or other impairment of any of the Owner's or CM's rights under such insurance-related provisions.

**10.3** If the Trade Contractor fails to procure and maintain such insurance, in addition to the option of declaring the Trade Contractor in default for breach of a material provision of this Agreement, the Owner or the CM shall have the right, but not the duty, to procure and maintain the same insurance, or other insurance that provides the Owner and the CM with equivalent protection, and the Trade Contractor shall furnish all necessary information to make effective and maintain such insurance. At the option of the Owner, the cost of said insurance purchased by the Owner or the CM shall be charged against and deducted from any monies then due or to become due to the Trade Contractor or the CM shall notify the Trade Contractor of the cost thereof and the Trade Contractor shall promptly pay such cost.

**10.4** The Trade Contractor shall identify by certificate any Residential, Mold, EIFS, Silica or other major exclusions that impact the Trade Contractor's ability to insure its risk. If the Project includes any Residential components or the proposed design includes EIFS systems, then the Trade Contractor shall obtain appropriate endorsements acceptable to the CM as a condition of this Agreement.

**10.5** The Trade Contractor shall at its own expense provide insurance coverage for materials stored off the site after written approval of the CM at the value established in the approval, and also for portions of the Trade Work in transit until such materials are permanently incorporated into the Project. The risk of loss for material and equipment provided by this Agreement, whether in a deliverable state or otherwise, shall remain with the Trade Contractor. Any damages to the material and equipment or loss of any kind occasioned in transit shall be borne by the Trade Contractor, notwithstanding the manner in which the goods are shipped or who pays the freight or other transportation costs.

## **11. Indemnity**

**11.1 General Indemnity.** To the fullest extent allowed by law, the Trade Contractor shall defend, indemnify and hold harmless the CM, the Owner's other Trade Contractors, the Architect/Engineer, the Owner and their agents, consultants, members and employees (the "Indemnitees") from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, costs and expenses for bodily injury and property damage that may arise from the performance of the Trade Work to the extent of the negligent acts or omissions by, or the fault of, the Trade Contractor, the Trade Contractor's lower tier contractors or anyone employed directly or indirectly by any of them or by anyone for whose acts or omissions any of them may be liable. The Trade Contractor agrees to purchase and maintain contractual liability insurance covering its obligations in this article. These obligations shall not be interpreted to reduce or negate any other rights or obligations of indemnity otherwise existing with regard to any party or person described in this Article.

**11.2 Patents.** The Trade Contractor hereby agrees to defend, indemnify and hold harmless the CM and the Owner from and against any and all liability, loss or damage and to reimburse the CM and the Owner for any costs, including legal fees and expenses, which the CM and the Owner may incur because of claims or litigation on account of infringement or alleged infringement of any letters patent or patent rights by reason of the Trade Work, or materials, equipment or other items used by the Trade Contractor in its performance.

**11.3 No Limitations.** In furtherance to, but not in limitation of the indemnity provisions in this Agreement, the Trade Contractor hereby expressly and specifically agrees that its obligation to indemnify, defend and hold harmless as provided in this Agreement shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under worker's compensation laws.

## **12. Termination for Convenience**

**12.1** It is understood that the basic assumption underlying the mutual obligations and responsibilities entered into by the parties to this Agreement is the continued performance with respect to the CM Agreement that exists between the CM and the Owner. If, for any reason, the CM Agreement is breached, rescinded or terminated, the Owner shall have the right to immediately terminate this Agreement. In no event shall the CM or the Owner be obligated to the Trade Contractor for any anticipatory profits or any damages incurred by the Trade Contractor as a result of the termination of this Agreement, unless approved and paid by the Owner. The Trade Contractor agrees that it shall have no claim or cause of action against the CM arising from or relating to Owner's termination of this Agreement or Owner's determination of any amount it agrees to pay Trade Contractor upon termination of this Agreement.

**12.2** The Owner shall have the right at any time by written notice to the Trade Contractor, to terminate this Agreement without cause and require the Trade Contractor to cease work. In the event of such a termination for convenience, the Trade Contractor shall be entitled to payment pursuant to the terms of the Agreement for the portion of the Trade Work actually completed as of the date of termination, provided that such amount may be reduced by all amounts for which the Trade Contractor is liable or responsible. However, the Trade Contractor shall only be entitled to profit on that portion of the work actually completed and approved for payment to the date of termination together with retainages withheld from prior payments. The Trade Contractor waives any claim for loss of anticipated profits or other damages against the Owner or the CM in the event the Owner exercises this clause.

### **13. Failure of Performance**

**13.1. Non-Conforming Trade Work.** The Trade Contractor shall provide sufficient, safe and proper facilities at all times for inspection by the Architect, the Owner or the CM of the Trade Work in the field, at shops or at any other place where materials required hereunder are in course of preparation, manufacture, treatment or storage. The Trade Contractor shall, within twenty four (24) hours after receiving written notice from the CM to that effect, proceed to remove from the site any materials condemned by the Architect, the Owner, or the CM, whether worked or unworked, and to take down all portions of the Trade Work which the Architect, the Owner or the CM has condemned in writing, as unsound or improper, or as in any way failing to conform to the drawings, specifications and addenda and shall take full financial responsibility for all damage caused by such removal. In the event that all or any portion of the Trade Work as condemned should be of such a nature, or the time available should be so limited, that in the judgment of the Architect, the Owner or the CM it would not be expedient to order the same replaced or corrected, the Owner, at its option, may deduct from the payments due or to become due to the Trade Contractor such amount or amounts as in the opinion of the Architect, the CM or the Owner shall represent the difference between the fair and reasonable value of the Trade Work so condemned and its value had it been executed in conformity with the Trade Contract Documents.

**13.2 Notice to Cure** If the Trade Contractor is unable, refuses or fails to supply enough properly-skilled workers, proper materials, correct non-conforming Trade Work, or maintain the Schedule of Work, or fails to make prompt payment to its workers, Trade Contractors or suppliers, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a material breach of a provision of this Agreement, the Trade Contractor shall be deemed in default of this Agreement. If the Trade Contractor fails within three (3) business days after written notification to commence and continue satisfactory correction of the default with diligence and promptness, then the Owner without prejudice to any other rights or remedies, shall have the right to any or all of the following remedies:

**13.2.1** to supply workers, materials, equipment and facilities as the Owner deems necessary for the completion of the Trade Work or any part which the Trade Contractor has failed to complete or perform after written notification, and charge the cost, including reasonable overhead, profit, attorneys' fees, costs and expenses to the Trade Contractor;

**13.2.2** to contract with one or more additional contractors to perform such part of the Trade Work as the CM determines will provide the most expeditious completion of the Trade Work, and charge the cost to the Trade Contractor;

**13.2.3** withhold any payments due or to become due the Trade Contractor pending corrective action in amounts sufficient to cover losses and compel performance to the extent required by and to the satisfaction of the Owner and the CM.

**13.2.4** terminate the Trade Contractor for default by delivering written notice of such termination to the Trade Contractor.

**13.2.5** to charge to the Trade Contractor an Administrative Fee of 15% of all costs incurred by the Owner or the CM in exercising any of the above remedies.

In the event of an emergency affecting the safety of persons or property, the CM on behalf of the Owner may proceed as above without notice, but the Owner shall give the Trade Contractor notice promptly after the fact as a precondition of cost recovery.

**13.3 Termination for Default.** If the Trade Contractor has been terminated for default, the Owner may take possession of the plant and Trade Work, materials, tools, appliances and equipment of the Trade Contractor at the Project site, and through itself or others provide labor, equipment and materials to prosecute Trade Work on such terms and conditions as shall be deemed by the Owner as necessary, and shall deduct the cost, including without restriction all claims, charges, expenses, losses, costs, damages, and attorneys' fees, incurred as a result of the Trade Contractor's failure to perform, from any money then due or thereafter to become due to the Trade Contractor under this Agreement.

**13.3.1** If the Owner so terminates the employment of the Trade Contractor, the Trade Contractor shall not be entitled to any further payments under this Agreement and no sum shall be deemed due or to become due to the Trade Contractor until Trade Work has been completed and accepted by the Owner, all Agreement requirements have been fulfilled, and payment has been received by the CM from the Owner. In the event the unpaid Agreement Amount earned by Trade Contractor exceeds the cost of completion and any and all incidental costs, including administrative, legal and other professional fees, the difference shall be paid to the Trade Contractor, but if such expenses exceed the unpaid earned Agreement Amount, the Trade Contractor agrees to pay the difference to the Owner within thirty (30) days following receipt of written notice.

**13.3.2** If it is determined or agreed that the Owner wrongfully exercised any option under this Article, the Owner shall be liable to the Trade Contractor solely for the reasonable value of Trade Work performed by the Trade Contractor prior to such action, including reasonable overhead and profit on the Trade Work performed, less prior payments made. Under no circumstances shall the Trade Contractor be entitled to recovery of claimed lost future profits.



## **14. Delays**

**14.1** Should the progress of the Trade Work be delayed, obstructed or interfered with through any fault, action or failure to act by the Trade Contractor or any of its officers, agents, employees, Trade Contractors or suppliers so as to cause any additional cost, expense, liability or damage to the CM or the Owner, including legal fees or expenses incurred in defending claims arising from such delay or seeking reimbursement and indemnity from the Trade Contractor and its surety hereunder, the Trade Contractor and its surety agree to compensate and indemnify the CM and the Owner against all such costs, expenses, damages and liabilities.

**14.2** In addition, the Trade Contractor, at the CM's direction and at the Trade Contractor's own cost and expense, shall work such overtime as may be necessary to make up for all time lost in the completion of the Trade Work and in the completion of the Project due to such delay. If the Trade Contractor fails to make up for the time lost by reason of such delay, the CM has the right to use other Trade Contractors or suppliers and to take whatever other action the CM deems necessary to avoid delay in the completion of the Trade Work and the Project, the cost of which shall be borne by the Trade Contractor. In the event Trade Contractor delays timely performance of the Trade Work or to the completion of the Project, either by its acts or omissions, and such delays result in the CM being charged by the Owner with actual or liquidated damages, then the Trade Contractor shall reimburse the CM the full amount of all such damages and charges resulting from the delays caused by the Trade Contractor. The CM may offset any such damages against the remaining balance due to the Trade Contractor on the Agreement Amount, if any.

**14.3** If the commencement and/or progress of the Trade Work is delayed without the fault or responsibility of the Trade Contractor, the time for the Trade Work shall be extended by Change Order to the extent obtained by the CM from the Owner pursuant to the CM Agreement, and the Schedule of Work shall be revised accordingly.

## **15. Changes**

**15.1 Trade Work Changes.** The Owner and the Trade Contractor agree the Owner may make changes to the Trade Work, including but not limited to; additions, deletions or revisions. Any changes made to the Trade Work involved, or any other parts of this Agreement, shall be by a written Change Order. To the extent that any such change impacts Trade Contractor's cost of or time for performance, the Agreement Amount and Agreement Schedule shall be equitably adjusted to compensate for such impact. Changes shall be initiated by one of the three methods outlined below, or as provided in the CM Agreement and shall be incorporated into the Agreement by a Change Order.

**15.1.1. Request for Change Proposal.** A Request for Change Proposal ("RFCP") is a written request that informs Trade Contractor about a potential change in the Trade Work and requests a proposal for the potential change. Trade Contractor shall promptly reply with such request. Trade Contractor shall not implement the change or incur any costs until a Change Order is fully executed.

**15.1.2. Construction Change Directive.** A Construction Change Directive ("CCD") is a written directive that instructs Trade Contractor to take some immediate action in connection with the Trade Work. CCDs are issued when there is not time to issue a RFCP or Change Order. Trade Contractor shall immediately proceed so as not to delay the progress of the Work and in accordance with the terms of the CCD. Any impact of a CCD on the Contract Price or Schedule shall be adjusted by a Change Order.

**15.1.3. Change Order Requests.** Within seven (7) calendar days after the occurrence of any event or observance of any condition that Trade Contractor believes entitles Trade Contractor to an adjustment in Agreement Amount and/or Agreement Schedule, Trade Contractor shall prepare and submit a Change Order Request ("COR") to CM. The COR shall include a detailed factual narrative, a detailed analysis showing entitlement and a detailed analysis of the proposed change to the Agreement Amount and/or Agreement Schedule.

**15.2 Change Orders.** A Change Order ("CO") is a written instrument prepared by the CM or Owner and signed by the Trade Contractor stating their agreement with the change in the Trade Work and any adjustment to the Agreement Amount and/or Agreement Work Schedule. All changes and/or additions in the Trade Work ordered in writing by the Owner or CM shall be deemed a part of the Trade Work and shall be performed and furnished in strict accordance with all terms and conditions of this Agreement and the Trade Contract Documents, including the current Schedule of Work.

Change Orders will be used to implement approved Requests for Change Proposals, Construction Change Directives and Change Order Requests. Upon receipt of a properly documented COR or CCD, the parties shall negotiate in good faith to determine if the Trade Contractor is entitled to a Change Order and, if so, the appropriate equitable adjustment. Any adjustment to the Agreement Amount shall be established by one of the following methods:

- a. mutual acceptance of an itemized lump sum, or
- b. unit prices as indicated in the Trade Contract Documents or as subsequently agreed to by the parties; or
- c. costs determined in a manner acceptable to the parties and a mutually acceptable fixed or percentage fee; or
- d. another method provided in the Trade Contract Documents.

If the Parties are unable to agree on the dispositions of a COR or CCD, CM or Owner will either (i) issue a Notice denying Trade Contractor's request or (ii) issue a unilateral Change Order setting forth the final determination regarding the adjustments. Any cost and schedule adjustments shall be a full accord and satisfaction for all cumulative impacts of the underlying change.

**15.3** The Trade Contractor shall not be entitled to receive additional compensation for extra work or materials or changes of any kind except to the extent the same was ordered by the CM. The Trade Contractor shall be responsible for any costs incurred by the Owner or the CM for changes of any kind made by the Trade Contractor that increase the cost of the Work for either the Owner, the CM or other Trade Contractors when the Trade Contractor proceeds with such changes without a Change Order or Construction Change Directive.

**15.4** **Determination by Owner, CM or Architect/Engineer.** Notwithstanding any other provision, if the Trade Work for which the Trade Contractor claims additional compensation is determined by the Owner, the CM or Architect/Engineer not to entitle the Trade Contractor to a Change Order, additional compensation or a time extension, the Owner and the CM shall not be liable to the Trade Contractor for any additional compensation or time extension for such Trade Work, unless the Owner agrees in writing to pay such additional compensation or to grant such extension.

## **16. Claims**

**16.1** A Claim is a written demand by Trade Contractor seeking an adjustment in the Agreement Amount and/or Agreement Schedule or some other relief under the terms of the Agreement for events other than a RFCP that has been denied in writing. Trade Contractor shall provide Notice to the Owner and the CM of any potential Claim within seven (7) calendar days after the event giving rise to the Claim. Within fifteen (15) calendar days thereafter, Trade Contractor shall submit a detailed factual narrative, a detailed analysis showing entitlement and a detailed analysis of the alleged change to the Agreement Amount and/or Agreement Schedule. Claims not timely made, in writing, by the Trade Contractor shall be deemed to have been abandoned and waived. The acceptance and consideration of any claim out of time by the Owner shall not create any precedent nor "course of dealing" between the Owner and the Trade Contractor, nor shall it waive the Owner's right to insist on strict adherence by the Trade Contractor to the contract claims procedures. If Owner denies Trade Contractor's Claim, Trade Contractor may pursue the matter under Article 21 Dispute Resolution.

**16.2** The Trade Contractor shall not delay or suspend the Trade Work because of the pendency of or the denial by the Owner of any such claim or because of the continuance of the condition out of which the claim arose, but shall proceed diligently in performing the Trade Work while the claim is being resolved by agreement or being fully adjudicated.

**16.3** In the event the Trade Contractor asserts that it should receive additional compensation because of an act or omission on the Owner's part, or someone for whom the Owner is responsible, the Trade Contractor shall promptly submit the claim to the Owner and the CM in writing within the time required in Section 16.1. Failure of the Trade Contractor to submit such claims in a timely and proper manner shall result in a waiver of such claim.

**16.4** The Trade Contractor shall fully cooperate with the CM in the submission of such claims described in Section 16.3, shall prepare all supporting data and do everything else necessary to properly present the claims, including payment of legal fees incurred by the CM to prepare, submit and negotiate or otherwise resolve such claim. Should the Owner allow and pay additional compensation to the CM on account of such claim asserted by the Trade Contractor, the CM will pay the same to the Trade Contractor.

**16.5** It shall be an express condition precedent to any obligation on the part of the CM to make payment of any cost, reimbursement, compensation or damages to the Trade Contractor hereunder that the CM shall first be determined to be entitled to such compensation on behalf of the Trade Contractor and then receive such payment from Owner, and Trade Contractor expressly acknowledges that the CM is not obligated or required to pursue the Trade Contractor's claim against the Owner if the CM, in its sole discretion, after review of the Trade Contractor's claim, has deemed the claim to lack merit in whole or in part.

16.6 If at any time a controversy should arise between the CM and the Trade Contractor with respect to any matter in this Agreement which the CM determines is not a claim, dispute or controversy which should involve or be asserted against the Owner, the decision of the CM relating to the subject of the controversy shall be followed by the Trade Contractor.

## 17. Taxes

The Agreement Amount includes all sales, excise, transportation, unemployment compensation, social security, and any other taxes presently existing or subsequently imposed and levied and the Trade Contractor agrees to pay all of the above and to conform to all applicable municipal, state and federal laws in connection with such taxes. The Trade Contractor further agrees to withhold taxes from the wages and salaries of all employees of the Trade Contractor and pay the same in accordance with the federal and state laws and regulations pertaining thereto. The Agreement Amount includes federal, state and municipal taxes now levied or in force or hereafter imposed on any and all tangible personal property sold or transferred to the Owner under this Agreement and the Trade Contractor agrees to pay such tax or taxes on such property, the cost of which is included in the Agreement Amount.

## 18. Liens

18.1 The Trade Contractor shall promptly pay when due all its project creditors, together with the project creditors of all those below it in the contractual chain.

18.2 If the Project involves private work, the Trade Contractor shall keep the property and improvements free and clear of all mechanic, materialmen and similar lien claims or statements. In the event any such lien is filed, asserted or claimed, the Trade Contractor shall immediately secure its release either by paying the lien claimant, by filing a lien release bond, or by any other means permitted by law. If not so released, the Owner may retain an amount equal to 150% of the lien or claim and may pay the claimant and offset that amount, plus any legal fees from the amount so retained. If the Project involves public work, the Trade Contractor shall promptly pay and secure releases from all of its project creditors, including all those below it in the contractual chain, who are entitled to assert claims against the Owner, the CM or its surety.

18.3 If any claim or lien is made or filed with or against the CM, the Owner, the Project, 218 W 6<sup>th</sup> St, Tulsa, Ok 74119 or the Project funds by any person claiming that the Trade Contractor or any Trade Contractor or other person under contract to the Trade Contractor, or any person or entity employed or engaged by the Trade Contractor at any tier, has failed to make payment for any labor, services, materials, equipment, taxes or other obligations furnished or incurred in connection with the Trade Work, or if the Trade Contractor or any Trade Contractor or other person under contract to the Trade Contractor, or any person or entity employed or engaged by the Trade Contractor at any tier causes damage to the Trade Work or any other work on the project, or if the Trade Contractor fails to perform or is otherwise in default of any term or provision of this Agreement, the Owner shall have the right to retain from any payment then due or thereafter due an amount which the Owner deems sufficient to (1) satisfy, discharge and/or defend against any such claim or lien, (2) make good any such nonpayment, failure, damage or default, and (3) defend, indemnify and hold harmless the CM and the Owner against any and all losses, damages and costs, including legal fees and expenses, incurred by either or both of them. The Owner shall require proof that any such nonpayment, claim or lien is fully satisfied, dismissed and discharged before any remaining retained funds will be released. The Owner shall, in addition, have the right to apply and charge against the Trade Contractor so much of the amount retained as may be required for the foregoing purposes and the Trade Contractor shall pay and reimburse the CM and the Owner all such losses, damages, and costs incurred by them which exceed the retained funds.

## 19. Assignment

To the fullest extent permitted by law, the Trade Contractor agrees that it shall not assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Agreement including, but not limited to, any right to receive payments hereunder, without the prior written consent of the Owner in its sole discretion and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event the Trade Contractor assigns, sells, encumbers or otherwise transfers its right to any funds due or to become due under this Agreement as security for any loan, financing or other indebtedness ("Assignment"), notification to the Owner and the CM of such Assignment must be sent by certified mail, return receipt requested, to the Owner and the CM and the Assignment shall not be effective as against the Owner until the Owner provides its written consent to such Assignment. The Trade Contractor agrees that any such Assignment shall not relieve the Trade Contractor of any of its agreements, duties, responsibilities or obligations under this Agreement and the Trade Contract Documents and shall not create a contractual relationship or a third party beneficiary relationship of any kind between the Owner or the CM and such assignee or transferee.

## **20. Guarantee/Warranty**

For a period of one year from the date of the Owner's final acceptance of the Trade Work, the Trade Contractor guarantees and warrants that the Trade Work complies with the Trade Contract Documents requirements and is free from defects in material and workmanship. This guarantee/warranty shall include, but is not limited to, the cost of all labor, material and related items necessary to correct any such defect, plus the cost of repairing any damage to other items which may have been caused by the defective material or workmanship. If the Trade Contractor fails to begin warranty work within forty-eight (48) hours of being notified that such work is necessary, the Owner may, at its option, perform the necessary remedial work or secure its performance by others and charge the Trade Contractor with the cost thereof, plus a 15% Administrative Fee. Nothing in this paragraph shall shorten the statute of limitations on any action by the Owner for breach of contract, negligence or other cause of action against the Trade Contractor.

## **21. Dispute Resolution**

**21.1 Scope of Disputes Provisions.** All Claims, disputes or other matters in question between the parties to this Agreement which arise out of or relate to this Agreement (or the breach thereof), whether in contract or tort, (hereinafter "Dispute") shall be subject to the dispute resolutions set forth below.

**21.2 Initial Dispute Resolution/Mediation.** A Dispute which either party desires to pursue shall be set forth in a detailed written statement of claim submitted to the other party providing the specific basis upon which monetary or other relief is claimed to be due, the specific contractual provision(s) supporting the claim and an itemization of the amount claimed to be due. Following submission of the detailed statement of claim, Owner and Trade Contractor shall endeavor to settle the Dispute first through face to face direct discussions between corporate officers of the Owner and Trade Contractor which discussions shall be held at the Owner's office location involved with the Project within thirty (30) calendar days of a request by either party. If the Dispute cannot be resolved through direct discussions, the parties shall participate in mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent and before recourse to any other form of binding dispute resolution. The location of the mediation shall be the same city as the location of the Project, unless the parties agree on another location. Upon written notice requesting mediation provided to the other party and the American Arbitration Association, the parties agree to proceed with the mediation as scheduled by the mediator. Either party may terminate the mediation at any time after the first session, but the decision to terminate must be personally delivered to the other party and the mediator.

**21.3 Binding Dispute Resolution.** In the event Owner and Trade Contractor cannot resolve the Dispute through direct discussions or mediation as contemplated above, then the Dispute shall, at the sole discretion of Owner, be decided either by submission to (a) arbitration administered by the American Arbitration Association or other arbitration tribunal mutually agreed upon by the parties; or (b) litigation subject to the exclusive jurisdiction and venue of the location of the Project.

### **21.4 Arbitration Election**

**21.4.1** In the event Owner exercises its exclusive right to resolve the Dispute in arbitration, such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or the applicable rules of such other arbitration tribunal as the parties may mutually determine in effect at the time the arbitration is commenced as modified by the terms hereof. Any arbitration hereunder shall be held at the location of the Project.

**21.4.2** Should Owner exercise its exclusive right to resolve the Dispute by arbitration, then within fourteen (14) days after Owner gives Trade Contractor notice of Owner's election of arbitration, the parties shall use good faith efforts to select a single arbitrator mutually acceptable to both parties. If the parties are unable to select an arbitrator, then the parties will select the arbitrator(s) from a panel of experienced construction arbitrators on the American Arbitration Association's large complex case panel or a comparable panel of experienced construction arbitrators maintained by such other arbitration tribunal mutually selected by the parties then in effect. In the event the amount in Dispute exceeds \$1,000,000.00, Owner and Trade Contractor agree the arbitration shall be heard by a panel of three (3) arbitrators; otherwise, the Dispute shall be heard by a single arbitrator.

**21.4.3** The parties will enter into an Electronically Stored Information Agreement outlining the scope and volume for ESI discovery, which shall take into account the amount and complexity of the Dispute.

**21.4.4** The arbitration award shall be final and binding upon the parties, shall include attorneys' fees and costs to the prevailing party or parties, and may be entered as a judgment in any court having proper jurisdiction. In any arbitration the Arbitrator(s) shall have no power to render an award which has the effect of altering or amending or changing in any way any provisions of this Agreement.

**21.4.5** The parties stipulate and agree that the performance of this Agreement is a transaction involving interstate commerce. Notwithstanding other provisions in the Agreement, or choice of law provisions to the contrary, this agreement to arbitrate shall be enforced pursuant to, and governed by, the Federal Arbitration Act, 9 U. S. C. §1 et seq., which shall not be superseded or supplemented by any other arbitration act, statute or regulation.

**21.4.6** At the sole discretion of Owner, any arbitration with Trade Contractor shall be consolidated with any other arbitration proceeding relating to the work under the CM Agreement.

**21.5 Litigation Election.** In the event Owner elects not to exercise its exclusive right to resolve the Dispute by arbitration, or in the event the Dispute between Owner and Trade Contractor, or any portion thereof, is found to be non-arbitrable, then the parties hereby agree that the Dispute or a portion thereof (as the case may be) shall be subject to exclusive jurisdiction and venue at the location of the Project. In any such Dispute or portion thereof which is resolved by litigation, Trade Contractor expressly waives any right to trial by jury.

**21.6 Multiparty Proceeding.** To the extent permitted by Trade Contract Documents, all parties necessary to resolve a claim shall be parties to the same dispute resolution proceeding. To the extent Disputes between the Owner and the Trade Contractor involve in whole or in part disputes between the CM and the Owner, Disputes between the Trade Contractor and the Owner shall be decided by the same tribunal and in the same forum as disputes between the CM and the Owner.

**21.7 Stay of Proceedings.** (a) In the event the provisions for resolution of disputes between the CM and the Owner contained in the Trade Contract Documents do not permit consolidation or joinder with disputes of third parties, such as the Trade Contractor, resolution of any Dispute between Owner and Trade Contractor involving in whole or in part disputes between CM and Owner shall be stayed pending conclusion of any dispute resolution proceeding between CM and Owner. (b) In the event that any action is filed prior to exhaustion of remedies under the Agreement; such action shall be stayed pending conclusion of any dispute resolution proceedings.

**21.8 Work Continuation and Payment.** Unless otherwise agreed in writing, Trade Contractor shall continue the Trade Work and maintain the Schedule of Work during any dispute resolution proceedings. As Trade Contractor continues to perform, Owner shall continue to make payments in accordance with this Agreement.

**21.9 Cost of Dispute Resolution; Attorneys' Fees.** The cost of any mediation proceeding shall be shared equally by the parties participating.

**21.9.1** The prevailing party in any Dispute arising out of or relating to this Agreement or its breach that is resolved by a dispute resolution procedure designated in the Trade Contract Documents shall be entitled to recover from the other party any remedies available under Oklahoma law after direct discussions and mediation.

**21.9.2** In the event the Trade Contractor is awarded an amount equal to or less than the last written offer of settlement from Owner, prior to the commencement of binding dispute resolution, Owner shall be deemed prevailing party and be entitled to recover those reasonable attorneys' fees, costs and expenses (including expert fees and expenses) incurred by the Owner.

## **22. Miscellaneous**

**22.1** No one, other than the parties hereto, their successors, trustees and assigns, shall be entitled to bring action on this Agreement or the Performance Bond provided by the Trade Contractor, it being the express intent of the parties that this Agreement shall not be for the benefit of any third party.

**22.2** Any term or provision of this Agreement which is held to be invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

**22.3** This Agreement, together with the documents referred to or incorporated herein by reference, constitute the complete agreement between the parties. No agent or employee of either party possesses the authority to make, and the parties shall not be bound by nor liable for, any statement, representation, promise or agreement not set forth herein. Any article, section, paragraph or other headings contained in this Agreement are for reference purposes and shall not affect in any way the meaning or interpretation of this Agreement.

**22.4** The terms and provisions shall extend to and be binding upon the successors, trustees and assigns of the parties hereto, and shall be governed and controlled, except as expressly provided herein or as required by the Trade Contract Documents, by the laws of the State of the Oklahoma.

**22.5** The Trade Contractor agrees to comply with the provisions and any applicable local, state or federal ordinance, regulation, status, or other mandate regarding affirmative action and/or minority/women's business enterprise participation.

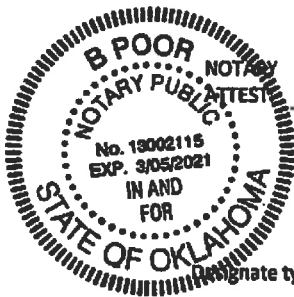
**22.6** This Agreement has not been altered in any manner from its original form as sent to the Trade Contractor except for required signatures and dates, or as clearly marked and initialed by this Trade Contractor. Any changes to this Agreement not initialed by the Owner will not be binding.

23. Schedule of Exhibits to the Agreement

The following Exhibits are attached to and are a part of this Agreement.

- Exhibit A: The Trade Contractor's Scope of Work, including alternative or unit prices
- Exhibit B: Insurance Requirements
- Exhibit C: Flintco Policies/Procedures Acknowledgement of Obtaining Form
- Exhibit D: List of Drawings, Specifications and Addenda
- Exhibit E: Schedule of Work
- Exhibit F: Certification of Non-Segregated Facilities
- Exhibit G: Payment and Performance Bond Forms
- Exhibit H: Tax Exemption Certificate

This Agreement is entered into as of the date entered in Article 1.



Osiyo Metal Fabricators, LLC.

BY: Chad Ziegler

PRINT NAME: Chad Ziegler

PRINT TITLE: Operations Manager

Designate type of organization: ( ) Corporation ( ) Partnership ( ) Sole Proprietorship ☒ LLC ( ) Other

Organized in the State of Oklahoma

With its principal place of business at 1801 N. Indianwood Ave. Broken Arrow, OK 74012

Tulsa County

ATTEST: \_\_\_\_\_

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

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

County Clerk

ATTEST: \_\_\_\_\_

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

PRINT NAME: Michael Willis

Approved as to form:

ATTEST: 5/22/19

BY: Nolan M. Fields

PRINT NAME: Nolan Fields

PRINT TITLE: Assistant District Attorney

## TRADE CONTRACTOR - SCOPE OF WORK

Exhibit A  
Page 1 of 1

### **BID PACKAGE 05D: CUSTOM STEEL GATES - COMPLETE**

Specification Section	Description
DIVISION 0	Procurement and Contracting Requirements
DIVISION 1	General Requirements
055000	Metal Fabrications, pertinent portions thereof applicable to the work of this bid package

(In addition to the Specification Sections listed, Bidders will include work from referenced specifications and other work normally associated with this trade whether referenced or not.)

#### Definition of Terms

Contractor = Bidder

Construction Manager = Flintco, LLC

Owner = Tulsa County

Architect = GH2 Architects

The scope of work of this bid package shall also include the following items, but without limiting the scope of work as provided above:

- 1.) Provide all material and perform all work required to install steel gates. Include all hardware and all accessories as specified or required for a complete installation. Exclude Metal Panel material and installation.
- 2.) Furnish and install all steel gate posts and accessories for the gates as shown on the Contract Documents. Include galvanizing as indicated. Include hinges, top plates, cane bolts, deadbolt hasps, and deadbolt locks as specified. Posts will be set in concrete by Concrete Contractor.
- 3.) Provide finish prep and primers as specified in the Contract Documents. Finish paint by others.
- 4.) Contractor shall furnish and install all required mounting devices, accessories, gate hardware, sleeved anchors, column caps, fence picket caps and fasteners necessary for installation of all above specification sections.
- 5.) Contractor shall provide all labor, on-site supervision, services, material, fasteners, equipment, tools and supplies necessary for, or incidental to, the complete installation of all fence gates as described above.
- 6.) Contractor shall be responsible for verifying in-place construction and primary supports. Report, in writing to Construction Manager any conditions detrimental to proper and timely completion of work in accordance with the contract documents.
- 7.) Contractor shall make final adjustments and alignments as may be required to the satisfaction of the Construction Manager and Owner prior to final acceptance.

**The Liquidated Damages for this Package are \$0 per day**

## **TRADE CONTRACTOR INSURANCE REQUIREMENTS**

The contractor (and any Sub-contractors) shall carry and keep in force during this Contract, policies of insurance in minimum amounts as set forth below, or as required by the laws of the State of Oklahoma:

1. General Liability Insurance providing for a combined amount of not less than \$200,000 for all damages arising out of bodily injury, death and property damage for each occurrence with an aggregate limit of \$300,000, and an excess umbrella liability coverage of \$2,000,000;
2. Workers Compensation Insurance and Employee Liability Insurance as required by Workers Compensation laws of the State of Oklahoma;
3. Comprehensive Automobile Insurance; and
4. Errors and Omissions Coverage (only applicable to Architect or Engineering Services).

**Note: Builders Risk Insurance will be the responsibility of the Construction Manager and therefore should not be included.**

**IMPORTANT:**

The Contractor shall name the Board of County Commissioners of Tulsa County, Oklahoma as an additional insured;

The Contractor shall furnish Certificates of Insurance which shall provide that said insurance will not be cancelled by the Insurer without Insurer providing thirty (30) days written notice to the Board of County Commissioners of Tulsa County;

The Insurance specified shall be acquired from an Insurance Company properly licensed by the State of Oklahoma to provide such coverage in the State of Oklahoma.



NO CONTENT



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/15/2019

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 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> Tedford Insurance - Jenks Office P O Box 1050		<b>CONTACT NAME:</b> Pam Slaton, CISR <b>PHONE (A/C, No, Ext):</b> (918) 299-2345 <b>E-MAIL ADDRESS:</b> pams@tedfordinsurance.com	
<b>Jenks</b> OK 74037		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Osiyo Metal Fabricators, LLC 1801 N. Indianwood Ave		<b>INSURER A:</b> Ohio Security Insurance Company	
<b>Broken Arrow</b> OK 74012		<b>INSURER B:</b> Ohio Casualty Insurance Company	
		<b>INSURER C:</b> West American Insurance Company	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 18/19 Liab **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			BKS57528417	9/30/2018	9/30/2019	EACH OCCURRENCE	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						\$ 1,000,000	
			DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 1,000,000	
			MED EXP (Any one person)				\$ 15,000	
				PERSONAL & ADV INJURY	\$ 1,000,000			
				GENERAL AGGREGATE	\$ 2,000,000			
				PRODUCTS - COMP/OP AGG	\$ 2,000,000			
							\$	
A	<b>AUTOMOBILE LIABILITY</b>			BAS57528417	9/30/2018	9/30/2019	COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO						\$ 1,000,000	
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			USO57528417	9/30/2018	9/30/2019	EACH OCCURRENCE	
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					\$ 3,000,000	
							AGGREGATE	\$ 3,000,000
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			XWW57528417	9/30/2018	9/30/2019	<input checked="" type="checkbox"/> PER STATUTE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A					
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

Project Name: Tulsa County Administration Building Renovations

Project number: HeadQ

Location: 218 W. 6th St., Tulsa, OK 74119

Certificate holder, Tulsa County Board of County Commissioners and GH2 Architects are additional insured. Waiver of Subrogation applies to all insurance policies in favor of certificate holder.

## CERTIFICATE HOLDER

## CANCELLATION

Flintco, LLC  
1624 W. 21st St.  
Tulsa, OK 74107

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

Kelly Dunkerley/PAMS

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## COMMENTS/REMARKS

Auto policy includes Additional Insured clause under form number CA8810, edition date (01/10), in favor of certificate holder as respects operations of the named insured, if required under valid written insured contract. Auto policy includes Waiver of Subrogation under form number CA8810, edition date (01/10), in favor of certificate holder as respects operations of the named insured, if required under valid written insured contract. General Liability policy includes Additional Insured clause including Completed Operations under form numbers CG8583 & CG8810, edition date (04/13) & (01/10), in favor of certificate holder as respects operations of the named insured, if required under valid written insured contract. General Liability policy includes Waiver of Subrogation under form number CG8810, edition date (04/13), in favor of certificate holder as respects operations of the named insured, if required under valid written insured contract. This insurance is primary & non-contributory as respects operations of the named insured. Workers Compensation policy includes Waiver of Subrogation under form number WC000313, edition date (04/84), in favor of certificate holder as respects operations of the named insured, if required under valid written insured contract. Umbrella policy follows-form of underlying Auto and General Liability regarding Additional Insured and Auto, General Liability and Workers Compensation regarding Waiver of Subrogaion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED  
CONTRACTORS - PRODUCTS/COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

A. Paragraph 2. under Section II - Who Is An Insured is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract or written agreement. Such person or organization is an additional insured but only with respect to liability for "bodily injury" or "property damage":

1. Caused by "your work" performed for that additional insured that is the subject of the written contract or written agreement; and
2. Included in the "products-completed operations hazard".

However:

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

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.

B. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

1. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
2. "Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
  - a. The preparing, approving or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawing and specifications; and
  - b. Supervisory, inspection, architectural or engineering activities.

- C. With respect to the insurance afforded by this endorsement, exclusion I. **Damage To Your Work** of Paragraph 2. **Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

**I. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

- D. With respect to the insurance afforded to these additional insureds, the following is added to **Section II - Limits of Insurance**:

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

1. Required by contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declaration.

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declaration.

- E. With respect to the insurance afforded by this endorsement, **Section IV - Commercial General Liability Conditions** is amended as follows:

1. The following is added to Paragraph 2. **Duties in The Event Of Occurrence, Offense, Claims Or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. Paragraph 4. of **Section IV - Commercial General Liability Conditions** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance**:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

- b. The following is added to Paragraph b. **Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### INDEX

<u>SUBJECT</u>	<u>PAGE</u>
NON-OWNED AIRCRAFT	2
NON-OWNED WATERCRAFT	2
PROPERTY DAMAGE LIABILITY - ELEVATORS	2
EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)	2
MEDICAL PAYMENTS EXTENSION	3
EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B	3
ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT	3
PRIMARY AND NON-CONTRIBUTORY- ADDITIONAL INSURED EXTENSION	5
ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"	6
WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES	6
NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES	7
FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES	7
KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT	7
LIBERALIZATION CLAUSE	7
BODILY INJURY REDEFINED	7
EXTENDED PROPERTY DAMAGE	8
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU	8

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

**A. NON-OWNED AIRCRAFT**

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

**B. NON-OWNED WATERCRAFT**

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) Less than 52 feet long; and
  - (b) Not being used to carry persons or property for a charge.

**C. PROPERTY DAMAGE LIABILITY - ELEVATORS**

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

**D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)**

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

- a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection 2. Exclusions is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

2. Paragraph 6. under Section III - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage) - Paragraph 9.a. of Definitions is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

#### E. MEDICAL PAYMENTS EXTENSION

If Coverage C Medical Payments is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. Insuring Agreement of Section I - Coverage C - Medical Payments, Subparagraph (b) of Paragraph a. is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

#### F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under Supplementary Payments - Coverages A and B, Paragraph 1.b. is replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

#### G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under Section II - Who Is An Insured is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or



- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
- (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
  - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
  - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

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

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

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

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. Duties in the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:

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

- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

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

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

#### H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- a. The following is added to Paragraph a. Primary Insurance:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III - Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE  
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

**K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES**

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
  - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

**L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES**

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

**M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

**N. LIBERALIZATION CLAUSE**

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

**O. BODILY INJURY REDEFINED**

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

**P. EXTENDED PROPERTY DAMAGE**

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU**

Under **Section IV - Commercial General Liability Conditions**, the following is added to **Condition 8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

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## FLINTCO POLICIES/PROCEDURES ACKNOWLEDGEMENT OF OBTAINING FORM

The following Policies and Procedures are part of the Agreement by reference. (Obtain documents at [www.flintco.com](http://www.flintco.com), Select Subcontractors tab and then click on Forms.)

- **Substance Free Workplace:** I acknowledge that I have obtained a copy of the Flintco, LLC policy statement regarding Substance Free Workplace and have read and understand my obligations under this policy.
- **Firearm, Weapons-Free Workplace Policy:** I acknowledge that I have obtained a copy the Flintco, LLC policy statement regarding Firearm, Weapons-Free Workplace and have read and understand my obligations under this policy.
- **Smoke-Free Workplace:** I acknowledge that I have obtained a copy of the Flintco, LLC policy statement regarding a Smoke-Free Workplace and have read and understand my obligations under this policy.
- **Safety Manual:** I acknowledge that I have obtained a copy of the Flintco, LLC Safety Manual and have read and understand my obligations regarding Job Site safety.
- **Certification of Nonsegregated Facilities:** I acknowledge that I have obtained a copy of the Flintco, LLC policy statement regarding a Nonsegregated Facility and have read and understand my obligations under this policy.

Trade Contractor acknowledges obtaining a copy of and agrees to comply with CM policies and procedures related to Trade Contractor performance on the jobsite.

Osiyo Metal Fabricators, LLC.

Trade Contractor Name



Signature of Trade Contractor Representative

5/15/2019

Date

Return this signed form with your executed Trade.

NO CONTENT

## **DRAWINGS, SPECIFICATIONS & ADDENDA**

**Specifications:** Tulsa County Administration Building  
20180005  
Project Manual  
Volume 1 & 2  
03/25/2019

**Addenda:** Addendum #1A Dated 04/08/2019  
Addendum #2A Dated 04/29/2019  
  
CM Clarification #1 Dated 04/08/2019  
CM Clarification #2 Dated 04/29/2019

**Drawings:** As listed in Sheet Index on Sheet CS1 Cover Sheet  
Tulsa County Administration Building  
GH2 Architects  
Project #20180005  
03/25/2019 Conformed Set



## **SCHEDULE OF WORK**

THE CONSTRUCTION SCHEDULE WILL BE MAINTAINED AT THE PROJECT SITE AND WILL BE UPDATED AS WORK PROGRESSES. TRADE CONTRACTOR WILL GIVE INPUT REGARDING THE SCHEDULE AT REGULARLY SCHEDULED PROGRESS MEETINGS. TRADE CONTRACTOR SHALL FOLLOW THE MOST CURRENT VERSION OF THE SCHEDULE MAINTAINED BY CM AND PERFORM THE SUBCONTRACT WORK ACCORDING TO THAT SCHEDULE.

## CERTIFICATION OF NON-SEGREGATED FACILITIES

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors or specific time period) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

### Notice to Prospective Subcontractors of Requirements for Certifications of Nonsegregated Facilities.

Notification of Nonsegregated Facilities, as required by the May 9, 1967, order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, May 19, 1967), must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001.

Firm Company Name	Osivo Metal Fabricators, LLC.
Signature of Authorized Representative	<i>Chad Ziegler</i>
Name of Authorized Representative (Print or Type)	Chad Ziegler
Title of Authorized Representative	Operations Manager

Return this signed form with your executed subcontract.

**Exhibit G**

**This exhibit is not applicable as the contract sum is below \$50,000.00.**



Board of County Commissioners

Tulsa County Administration Bldg.  
500 South Denver  
Tulsa, Oklahoma 74103-3832  
918.596.5000

STAN SALLEE  
DISTRICT 1  
918.596.5020

KAREN KEITH  
DISTRICT 2  
918.596.5015

RON PETERS  
DISTRICT 3  
918.596.5010

Exhibit H  
Page 1 of 2

January 2, 2019

Dear Vendor:

The Oklahoma Sales Tax Code, 68 O.S. 1991 Section 1356, exempts from the payment of sales taxes all political subdivision of the State of Oklahoma.

Because each County in this State is a political subdivision of the State (Article 17, Section 1 of the Constitution of Oklahoma: Herndon v. Anderson, 1656 Okla. 104, 25P2d 326), Tulsa County is exempt from all sales tax.

Sincerely,

Karen Keith, Chairman  
Tulsa County Board of County Commissioners

KK:sl

Approved:

Douglas Wilson  
Chief of the Civil Division

Note: Tulsa County's Federal Identification Tax Number 73-6006419



# Oklahoma Tax Commission

[www.tax.ok.gov](http://www.tax.ok.gov)

Date Issued: March 21, 2014

Letter ID: L0891154944

Taxpayer ID: \*\*-\*\*\*6419



TULSA COUNTY  
500 S DENVER AVE STE 120  
TULSA OK 74103-3832

AMY

## Oklahoma Sales Tax Exemption Permit Oklahoma State Government

Non-Transferable

68 Oklahoma Statutes 2002 Supp., Section 1356(1): Sales of tangible personal property or services to the United States Government or to the State of Oklahoma, any political subdivision of this state or any agency of a political subdivision of this state are hereby exempted from the tax levied by this article.

Permit Number

EXM-10028212-06

Business Location	Industry Code	City Code	Permit Effective	Permit Expires
TULSA COUNTY BOARD OF COUNTY COMMISSIONERS 5051 S 129TH EAST AVE TULSA OK 74134-7004	921 190	7281	February 10, 2006	NON-EXPIRING

Thomas Kemp Jr., Chairman  
Jerry Johnson, Vice-Chairman  
Dawn Cash, Secretary-Member

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TULSA COUNTY




PURCHASING  
DEPARTMENT

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# MEMO

DATE: May 22, 2019

FROM: Matney M. Ellis  
Purchasing Director 

TO: Board of County Commissioners

SUBJECT: Agreement – Platinum Mechanical, LLC

Bids for the Tulsa County “HQ” Administration Building Renovations were opened on May 6, 2019 and the recommendation to award Bid Package 23A (Mechanical) to Platinum Mechanical, LLC was approved by the Board of County Commissioners on May 13, 2019, CMF# 247793.

The Tulsa County Purchasing Department respectfully requests the Board of County Commissioners approve and execute the attached Trade Contractor Agreement between the Board of County Commissioners and Platinum Mechanical, LLC for the scope of work as defined in the agreement and referenced bid documents.

Respectfully submitted for your approval and execution.

MME / mlb

ORIGINAL: Michael Willis, County Clerk, for the May 28, 2019 agenda.

## TRADE CONTRACTOR AGREEMENT

### 1. Effective Date, Parties and Notice

This Agreement is entered into this 13 day of May in the year 2019 by and between  
Tulsa County Board of County Commissioners, referred to in this Agreement as the Owner, and the

TRADE CONTRACTOR      Platinum Mechanical, LLC  
8199 E 46<sup>th</sup> Street  
Tulsa, Ok 74145  
  
Tax ID/EIN/SSN: 27-5341849  
  
ATTENTION: Tony Beeson

referred to in this Agreement as the Trade Contractor for services in connection with this

PROJECT NAME      Tulsa County Administration Building Renovations  
PROJECT NUMBER      HEADQ.  
LOCATION      218 W 6<sup>th</sup> St  
Tulsa, OK 74119

whose

CONSTRUCTION      FLINTCO, LLC  
MANAGER is      1624 W 21<sup>st</sup> St  
Tulsa, OK 74107

and whose

ARCHITECT is      GH2 Architects  
320 S Boston Ave  
Suite 100  
Tulsa, Ok 74103

NOTICE TO THE PARTIES SHALL BE GIVEN AT THESE ADDRESSES

## **2. Safety**

**2.1** The Trade Contractor agrees that the prevention of accidents to workmen and property engaged upon or in the vicinity of the Trade Work is its responsibility. The Trade Contractor agrees to comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety as shall be applicable to the Trade Work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with the safety standards established during the progress of the Trade Work by the Construction Manager (referred to herein as "CM").

**2.2** When so ordered, the Trade Contractor shall stop any part of the Trade Work which the CM deems unsafe until corrective measures satisfactory to the CM have been taken. The Trade Contractor agrees that it shall not have nor make any claim for damages arising from such stoppages. Should the Trade Contractor fail to take appropriate corrective measures in a timely manner, the CM may do so at the cost and expense of the Trade Contractor and may deduct the cost and expense thereof from any payments due or to become due to the Trade Contractor. Failure on the part of the CM to stop unsafe practices shall in no way relieve the Trade Contractor of its responsibility therefor.

**2.3** The Trade Contractor will follow the provisions of all applicable statutes and ordinances which require persons or firms doing excavation to do so only after giving notice to utility companies and obtaining information on the location of utilities (such as "one-call" systems).

## **3. Trade Contractor Representations**

**3.1** The Trade Contractor acknowledges receipt of all policies listed in Exhibit C. Subject to applicable law the Trade Contractor further agrees to be bound by these policies as part of this Agreement. The Trade Contractor represents and agrees that it has carefully examined and understands this Agreement and the other Trade Contract Documents, has investigated the nature, locality and site of the Trade Work and the conditions and difficulties under which it is to be performed, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the CM, the Owner or any of their respective officers, agents or employees.

**3.2** The commencement of the Trade Work by the Trade Contractor on the site of the Project shall constitute the legal and binding acceptance by the Trade Contractor of this Agreement. For purposes of this paragraph the mobilization of equipment, delivery of materials or the performance of actual labor on the Project site, whichever occurs first, shall constitute a "commencement" of Trade Work by the Trade Contractor. The Owner reserves the right, however, to insist on a signed Agreement prior to the making of any payment to the Trade Contractor.

## **4. Bonds**

The Trade Contractor shall furnish a Performance Bond and a Separate Payment Bond satisfactory to the CM, in its sole determination, in the full amount of the Agreement Amount. Bonds shall be furnished by a surety acceptable to the CM, in the full amount of the Agreement Amount, and on the forms attached as Exhibit G. Trade Contractor must also furnish any applicable statutory bonds if required by the state in which the Project is located.

## **5. Trade Contractor Duties**

**5.1 Trade Work.** The Owner retains the Trade Contractor as an independent contractor, to provide all labor, materials, equipment and services necessary or incidental to complete that portion of the work on the Project as set forth in Exhibit A to this Agreement, consistent with the Project Schedule and in strict accordance with and reasonably inferable from the Trade Contract Documents. The Trade Contractor agrees to perform such part of the work (hereafter called "Trade Work") for the Project under the general direction of the CM and subject to the final approval of the CM, Architect/Engineer or other specified representative of the Owner.

**5.2 Trade Contract Documents.** The Trade Contract Documents include this Agreement, Agreement between the Owner and the CM ("CM Agreement"), including all addenda, modifications, revisions, plans, drawings, specifications, details, together with all general, technical, supplementary and special terms and conditions, any invitations for bids or information for bidders, if any, to the extent applicable, and all other documents listed in or referred to by the CM Agreement. The Owner and the Trade Contractor are mutually bound by the terms of this Agreement. To the extent the terms of the CM Agreement apply to the work of the Trade Contractor, then the CM on behalf of the Owner assumes toward the Trade Contractor all the obligations, rights, duties and redress that the Owner under the CM Agreement assumes toward the CM. In the identical way, the Trade Contractor assumes toward the CM all the same obligations, rights, duties and redress that the CM assumes toward the Owner and Architect/Engineer under the CM Agreement. This Agreement and the rest of the Trade Contract Documents are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement



irreconcilably conflicts with a provision of the Trade Contract Documents, the provision granting greater rights or remedies to the Owner or imposing the greater duty, standard or responsibility or obligation on the Trade Contractor shall govern.

**5.3 Design Delegation.** If the Trade Contract Documents (1) specifically require the Trade Contractor to provide design services and (2) specify all design and performance criteria, the Trade Contractor shall provide the design services necessary to satisfactorily complete the Trade Work. Design services provided by the Trade Contractor shall be procured from licensed, design professionals (the "Designer") retained by the Trade Contractor as permitted by the law of the place where the Project is located. The Designer's signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by the Designer. Shop Drawings and other submittals related to the Trade Work designed or certified by the Designer, if prepared by others, shall bear the Trade Contractor's and the Designer's written approvals when submitted to the CM. The Owner and the CM shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by the Designer.

**5.3.1** If the Designer is an independent professional, the design services shall be procured pursuant to a separate agreement between the Trade Contractor and the Designer. The Trade Contractor-Designer agreement shall not provide for any limitation of liability or exclusion from participation in the multiparty proceedings requirement of Paragraph 21.6. If applicable, the Designer(s) is (are)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The Trade Contractor shall notify the CM in writing if it intends to change the Designer. The Trade Contractor warrants the design furnished by the Designer will be in conformance with the information given and the design concept expressed in the Trade Contract Documents. The Trade Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Trade Contract Documents furnished by the Owner, Architect/Engineer or CM

**5.3.2** The Trade Contractor shall not be required to provide design services in violation of any applicable law.

**5.4 Clean Up.** The Trade Contractor is responsible for its own "clean-up" and keeping the Trade Work areas "broom clean". If the CM determines the Trade Work area to be unsatisfactorily cleaned, the CM will so advise the Trade Contractor. If the Trade Contractor fails to commence cleaning procedures within twenty four (24) hours and continue to clean said area to the CM's satisfaction, the CM may without further notice execute and complete such clean up activities as the CM deems necessary and charge the cost to the Trade Contractor or deduct such cost from payments due to the Trade Contractor. The Trade Contractor is responsible to clean the mud and gravel off its vehicles (including vehicles operated by its lower tier contractors and suppliers) prior to leaving the site. Any mud or gravel that is tracked onto the surrounding roads shall be removed immediately. The CM has the right to clean up surrounding roads immediately upon the Trade Contractor's failure to do so, the cost of which shall be deducted from the Trade Contractor's next payment.

**5.5 Protection of Trade Work.** The Trade Contractor is responsible for protection of its material, equipment and installation until the final acceptance by the Owner and the Architect.

**5.6 Protection of the Project.** The Trade Contractor shall confine operations at the Project site to areas permitted by the CM and shall not unreasonably encumber the Project site with materials or equipment. The Trade Contractor is responsible for any damage caused to adjacent property or access roads by the Trade Contractor, its lower tier contractors or suppliers during the course of the Trade Work.

**5.7 Supervision.** All of the Trade Work is the sole and absolute responsibility of the Trade Contractor; shall be initiated, managed, performed and completed by qualified, competent, skilled and reputable supervisors, administrators, mechanics and laborers, all of which are satisfactory to the CM; shall be in full compliance with the Trade Contract Documents including this Agreement; and shall meet the approval and acceptance of the CM and the Owner or its authorized representative.

## **6. Schedule**

Time is of the essence. The Trade Contractor shall commence the Trade Work under this Agreement when notified by the CM and shall complete the Trade Work in a diligent manner in accordance with the Trade Contract Documents and the Schedule of Work as set forth in Exhibit E so that progress or completion of the Project will not be delayed and in such a manner that the CM, any other Trade Contractors, and any separate contractors of the Owner shall not be delayed or impeded in their work. The Trade Contractor shall participate and cooperate in the development of schedules and other efforts to achieve timely completion of the Trade Work by providing information on the timing and sequence of operations so as to meet the CM's overall schedule requirements. The Trade Contractor shall continuously monitor the Project Schedule including any revisions thereto, and other work on the Project so as to execute the Trade Work in accordance with the requirements of the Project Schedule.

The Trade Contractor agrees to be responsible for, carry out, and perform all time guarantees upon work or materials referred to in the Trade Contract Documents relating to any labor performed or material furnished under this Agreement.

## **7. Payment**

7.1 In consideration of faithful and timely performance by the Trade Contractor of all the covenants and the conditions aforesaid, the Owner agrees to pay the Trade Contractor, subject to other provisions hereof, including authorized additions and deletions, the sum of **Three Million, Nine Hundred and Forty-Three Thousand, Eight Hundred Dollars and 00/100 DOLLARS (\$3,943,800.00)**

(the "Agreement Amount") [which amount is Tax Exempt in accordance with attached Exhibit H]. Payment shall only be due for the portion of the Trade Work actually completed to the satisfaction of the CM, the Architect and the Owner. Trade Contractor shall submit a progress payment application to the Owner, with a copy to the CM and the Architect, for Trade Contractor Work properly performed during that month. Within thirty (30) days after Trade Contractor's complete, proper and timely payment application has been received by the Owner, the Owner shall make payment to Trade Contractor, less any applicable retainage or other set off. The Owner may withhold payment of part or all of Trade Contractor's payment application upon notice to Trade Contractor as allowed by law. Progress payment applications must be submitted by the Trade Contractor each month in an amount equal to ninety percent (90%) of the estimated value of the labor, materials and equipment incorporated in the construction and materials and equipment suitably stored at the Project site, less the aggregate of previous payments. The Trade Contractor's Affidavit and Waiver of Lien for prior payments must be properly executed by an authorized representative of the Trade Contractor and returned to the Owner and the CM prior to issuance of subsequent payments.

7.2 Progress payment applications are to be submitted on AIA G702 with Schedule of Values AIA G703. With each progress payment application, the Trade Contractor shall furnish a tabulated breakdown of the portion of the Trade Work included in the payment request, listing items of the work in sufficient detail as determined by the Owner and the CM to easily facilitate payment requests to be checked by the CM as the work progresses.

7.3 Each payment request or invoice must be received by the Owner by the last day of the month to be processed with other progress payment applications for that month. Invoices and payment requests received that are inaccurate or without substantiation, or after said day of the month will be held until corrected and substantiated, and then processed with the following month's payment application.

7.4 The Trade Contractor shall submit its request for partial payment conforming to the standard CM billing form, with schedule of values attached thereto, representing a true and accurate estimate of the Trade Work completed, and materials stored during the immediately preceding month or such other immediately preceding period as directed by the CM. In addition, if allowed by the Trade Contract Documents, all invoices and insurance certificates shall be included for all stored materials in an off-site storage area applicable to the payment request.

7.5 The Trade Contractor shall, additionally with each payment request, submit copies of payrolls to document the value of work in place and a Partial Release of Lien from all lower tier contractors and major material suppliers for which payment has previously been made to the Trade Contractor.

7.6 If the Owner or the CM on behalf of the Owner, in their sole discretion, deem it necessary, the Trade Contractor agrees to receive each of its progress payments and final payment in the form of multiple checks issued jointly between the Trade Contractor's lower tier contractors and major material suppliers and the Trade Contractor. Lower tier contractors that are to receive part or all of their progress payments as joint checks shall additionally submit with their Payment Requests all invoices from each lower tier contractor and major supplier and the net payments to be issued to each.

7.7 No partial payment, or certificate therefore, shall constitute acceptance or approval by the Owner, the CM or the Architect of the Trade Work or material for which the partial payment is made. No partial payment shall constitute a waiver by the Owner of any right to require fulfillment of all the terms of this Agreement. Neither the final payment nor any partial payment, nor any certificate for either, shall constitute acceptance by the Owner of defective work or improper materials or of any element of the Trade Contractor's performance determined to be at variance with this Agreement.

7.8 The Owner shall have the right to set off any amounts the Trade Contractor owes to the Owner under this Agreement or by law against the remaining balance under this Agreement, or against any amounts due the Trade Contractor under any other agreements with the Owner.

7.9 **Final Payment.** Final payment by the Owner to the Trade Contractor shall not become due and payable to the Trade Contractor until the following express conditions precedent have been met: (1) The completion of the Trade Work required by this Agreement and acceptance of the Trade Work by the CM, the Owner and the Architect; (2) execution and delivery by the Trade Contractor, in a form satisfactory to the CM, of a general release running to and in favor of the CM and the Owner; and (3) complete and full satisfaction of all claims, demands, disputes and obligations of the Trade Contractor arising out of or related to this Agreement, including those between the Owner and the Trade Contractor and between the Trade Contractor and any third party. Should there be any such claim, lien or unsatisfied obligation, whether before or after final payment is made, the Trade Contractor shall deliver payment to the Owner an amount equal to whatever cost the Owner must pay to discharge or defend against any such claim, obligation, lien or action brought, or any judgment thereon and all costs, including legal fees and expenses and a 15% Administrative Fee, incurred in connection therewith.

## **8. Hazardous Materials**

The Trade Contractor shall at all times comply with all rules and regulations of any municipality, state or federal environmental protection, and toxic waste and hazardous substances laws, ordinances and regulations, and how they relate to the Trade Work, and shall be equally responsible for actions and inactions of Trade Contractors, lower tier contractors, and any other agents or independent contractors of the Trade Contractor. The Trade Contractor shall be deemed to, and shall, have included in the Agreement Amount the containment, removal, disposal or neutralization of all toxic wastes and hazardous substances created, generated or transported to or from the Project site in conjunction with the Trade Work. The Trade Contractor will be responsible for identifying toxic wastes and hazardous substances generated, released, caused by or resulting from the Trade Work and notifying the CM of its presence in writing as soon as it is identified. The terms "toxic wastes" and "hazardous substances" shall have the same meaning as defined under federal environmental laws and regulations. At all times the Trade Contractor shall defend, indemnify and hold harmless the Owner and the CM from any and all expenses, costs, damages, suits, fines, assessments, penalties and/or causes of action, including attorney's fees through all investigations, negotiations, hearings or appeals, relating to or arising out of the Trade Contractor's failure to strictly comply with the terms of this paragraph.

## **9. Compliance with Laws**

**9.1** The Trade Contractor agrees to be bound by, and at its own costs comply with, all federal, state and local laws, ordinances and regulations (the "Laws") applicable to the Trade Work, including but not limited to safety, equal employment opportunity, minority business enterprise, women's business enterprise, disadvantaged business enterprise, sexual and racial harassment, and all other Laws with which the Owner or CM must comply.

**9.2** Where prescribed by Law pursuant to direct Federal contracts or Federally-financed or aided contracts, or otherwise required by Law, the Trade Contractor agrees the following clauses found in the Trade Contract Documents or in the Code of Federal Regulations (CFR) are incorporated in this Agreement and binding on Trade Contractor as if written herein word for word: the clauses entitled "Equal Opportunity Clause" (41 CFR Sections 60-1.4 & 60-4.3); "Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans of the Vietnam Era" (41 CFR Section 60-250.4); "Affirmative Action Obligations of Contractors and Subcontractors for Handicapped Workers" (41 CFR Section 60-741.1); "Contract Work Hours and Safety Standards Act-Overtime Compensation"; "Apprentices and Trainees"; "Payrolls and Basic Records"; "Compliance with Copeland Act Requirements"; "Withholding"; "Subcontracts"; "Contract Termination-Department"; "Disputes Concerning Labor Standards"; "Compliance with Davis-Bacon and Related Act Requirements"; and "Certification of Eligibility" and such other clauses as the Federal Government has required by law or contract. Trade Contractor agrees to include all such clauses in any non-exempt, lower-tier contracts.

**9.3** **Immigration Compliance.** The Trade Contractor represents and warrants that the Trade Contractor is in compliance with, and shall remain in compliance with, the provisions of the Immigration Reform and Control Act of 1986 (The "Act") and all other Federal, State, and/or local immigration statutes/ordinances, as applicable, including, but not limited to the provisions of the Act prohibiting hiring and continued employment of unauthorized aliens, requiring verification and record keeping with respect to identity and eligibility for employment and prohibiting discrimination on the basis of national origin, United States citizenship, or intending citizen status. The Trade Contractor agrees to indemnify the Owner and the CM and to hold the Owner and the CM harmless from all liability, including liability for interest and penalties, the Owner and/or the CM incurs with results from or is attributable to the Trade Contractor's failure to comply with any provisions of the Act, and or applicable Federal, State, and/or local immigration statute/ordinance, including reimbursing the Owner and the CM any monies expended by either of them in participating in or responding to any investigation/suit/civil or criminal immigration matter involving the Trade Contractor. As it relates to immigration compliance, the Trade Contractor shall be responsible for completing any and all required documentation in accordance with requirements put forth by the Owner, CM or applicable law.

**9.4** The Trade Contractor shall be liable to the CM and the Owner for all loss, cost and expense attributable to any acts of commission or omission by the Trade Contractor, its contractors at any tier, and its and their respective employees and agents resulting from the failure to comply with Laws, including, but not limited to, any fines, penalties

## **10. Insurance**

**10.1** The Trade Contractor agrees to procure, pay for and maintain in full force and effect during the course of the performance of the Agreement all insurance required by the laws of the state in which the Trade Work covered by this Agreement is being performed, and in such form and amounts as described in Exhibit B which is attached hereto and incorporated into this Agreement. The Trade Contractor shall not commence the Trade Work nor receive any payment hereunder until Certificate of such Insurance is furnished to the CM.

**10.2** The CM shall have no duty to the Trade Contractor or to any of its insurers or their insurance agents to review any certificates or copies of insurance furnished to the CM or to determine whether the terms of each certificate or policy of insurance comply with the insurance-related provisions of the Agreement. A failure of the CM to detect that the Trade Contractor has not submitted certificates, or proper certificates, or is

otherwise not in compliance with the insurance-related provisions of the Agreement shall not be construed as a waiver or other impairment of any of the Owner's or CM's rights under such insurance-related provisions.

**10.3** If the Trade Contractor fails to procure and maintain such insurance, in addition to the option of declaring the Trade Contractor in default for breach of a material provision of this Agreement, the Owner or the CM shall have the right, but not the duty, to procure and maintain the same insurance, or other insurance that provides the Owner and the CM with equivalent protection, and the Trade Contractor shall furnish all necessary information to make effective and maintain such insurance. At the option of the Owner, the cost of said insurance purchased by the Owner or the CM shall be charged against and deducted from any monies then due or to become due to the Trade Contractor or the CM shall notify the Trade Contractor of the cost thereof and the Trade Contractor shall promptly pay such cost.

**10.4** The Trade Contractor shall identify by certificate any Residential, Mold, EIFS, Silica or other major exclusions that impact the Trade Contractor's ability to insure its risk. If the Project includes any Residential components or the proposed design includes EIFS systems, then the Trade Contractor shall obtain appropriate endorsements acceptable to the CM as a condition of this Agreement.

**10.5** The Trade Contractor shall at its own expense provide insurance coverage for materials stored off the site after written approval of the CM at the value established in the approval, and also for portions of the Trade Work in transit until such materials are permanently incorporated into the Project. The risk of loss for material and equipment provided by this Agreement, whether in a deliverable state or otherwise, shall remain with the Trade Contractor. Any damages to the material and equipment or loss of any kind occasioned in transit shall be borne by the Trade Contractor, notwithstanding the manner in which the goods are shipped or who pays the freight or other transportation costs.

## **11. Indemnity**

**11.1 General Indemnity.** To the fullest extent allowed by law, the Trade Contractor shall defend, indemnify and hold harmless the CM, the Owner's other Trade Contractors, the Architect/Engineer, the Owner and their agents, consultants, members and employees (the "Indemnitees") from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, costs and expenses for bodily injury and property damage that may arise from the performance of the Trade Work to the extent of the negligent acts or omissions by, or the fault of, the Trade Contractor, the Trade Contractor's lower tier contractors or anyone employed directly or indirectly by any of them or by anyone for whose acts or omissions any of them may be liable. The Trade Contractor agrees to purchase and maintain contractual liability insurance covering its obligations in this article. These obligations shall not be interpreted to reduce or negate any other rights or obligations of indemnity otherwise existing with regard to any party or person described in this Article.

**11.2 Patents.** The Trade Contractor hereby agrees to defend, indemnify and hold harmless the CM and the Owner from and against any and all liability, loss or damage and to reimburse the CM and the Owner for any costs, including legal fees and expenses, which the CM and the Owner may incur because of claims or litigation on account of infringement or alleged infringement of any letters patent or patent rights by reason of the Trade Work, or materials, equipment or other items used by the Trade Contractor in its performance.

**11.3 No Limitations.** In furtherance to, but not in limitation of the indemnity provisions in this Agreement, the Trade Contractor hereby expressly and specifically agrees that its obligation to indemnify, defend and hold harmless as provided in this Agreement shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under worker's compensation laws.

## **12. Termination for Convenience**

**12.1** It is understood that the basic assumption underlying the mutual obligations and responsibilities entered into by the parties to this Agreement is the continued performance with respect to the CM Agreement that exists between the CM and the Owner. If, for any reason, the CM Agreement is breached, rescinded or terminated, the Owner shall have the right to immediately terminate this Agreement. In no event shall the CM or the Owner be obligated to the Trade Contractor for any anticipatory profits or any damages incurred by the Trade Contractor as a result of the termination of this Agreement, unless approved and paid by the Owner. The Trade Contractor agrees that it shall have no claim or cause of action against the CM arising from or relating to Owner's termination of this Agreement or Owner's determination of any amount it agrees to pay Trade Contractor upon termination of this Agreement.

**12.2** The Owner shall have the right at any time by written notice to the Trade Contractor, to terminate this Agreement without cause and require the Trade Contractor to cease work. In the event of such a termination for convenience, the Trade Contractor shall be entitled to payment pursuant to the terms of the Agreement for the portion of the Trade Work actually completed as of the date of termination, provided that such amount may be reduced by all amounts for which the Trade Contractor is liable or responsible. However, the Trade Contractor shall only be entitled to profit on that portion of the work actually completed and approved for payment to the date of termination together with retainages withheld from prior payments. The Trade Contractor waives any claim for loss of anticipated profits or other damages against the Owner or the CM in the event the Owner exercises this clause.

### **13. Failure of Performance**

**13.1. Non-Conforming Trade Work.** The Trade Contractor shall provide sufficient, safe and proper facilities at all times for inspection by the Architect, the Owner or the CM of the Trade Work in the field, at shops or at any other place where materials required hereunder are in course of preparation, manufacture, treatment or storage. The Trade Contractor shall, within twenty four (24) hours after receiving written notice from the CM to that effect, proceed to remove from the site any materials condemned by the Architect, the Owner, or the CM, whether worked or unworked, and to take down all portions of the Trade Work which the Architect, the Owner or the CM has condemned in writing, as unsound or improper, or as in any way failing to conform to the drawings, specifications and addenda and shall take full financial responsibility for all damage caused by such removal. In the event that all or any portion of the Trade Work as condemned should be of such a nature, or the time available should be so limited, that in the judgment of the Architect, the Owner or the CM it would not be expedient to order the same replaced or corrected, the Owner, at its option, may deduct from the payments due or to become due to the Trade Contractor such amount or amounts as in the opinion of the Architect, the CM or the Owner shall represent the difference between the fair and reasonable value of the Trade Work so condemned and its value had it been executed in conformity with the Trade Contract Documents.

**13.2 Notice to Cure** If the Trade Contractor is unable, refuses or fails to supply enough properly-skilled workers, proper materials, correct non-conforming Trade Work, or maintain the Schedule of Work, or fails to make prompt payment to its workers, Trade Contractors or suppliers, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a material breach of a provision of this Agreement, the Trade Contractor shall be deemed in default of this Agreement. If the Trade Contractor fails within three (3) business days after written notification to commence and continue satisfactory correction of the default with diligence and promptness, then the Owner without prejudice to any other rights or remedies, shall have the right to any or all of the following remedies:

**13.2.1** to supply workers, materials, equipment and facilities as the Owner deems necessary for the completion of the Trade Work or any part which the Trade Contractor has failed to complete or perform after written notification, and charge the cost, including reasonable overhead, profit, attorneys' fees, costs and expenses to the Trade Contractor;

**13.2.2** to contract with one or more additional contractors to perform such part of the Trade Work as the CM determines will provide the most expeditious completion of the Trade Work, and charge the cost to the Trade Contractor;

**13.2.3** withhold any payments due or to become due the Trade Contractor pending corrective action in amounts sufficient to cover losses and compel performance to the extent required by and to the satisfaction of the Owner and the CM.

**13.2.4** terminate the Trade Contractor for default by delivering written notice of such termination to the Trade Contractor.

**13.2.5** to charge to the Trade Contractor an Administrative Fee of 15% of all costs incurred by the Owner or the CM in exercising any of the above remedies.

In the event of an emergency affecting the safety of persons or property, the CM on behalf of the Owner may proceed as above without notice, but the Owner shall give the Trade Contractor notice promptly after the fact as a precondition of cost recovery.

**13.3 Termination for Default.** If the Trade Contractor has been terminated for default, the Owner may take possession of the plant and Trade Work, materials, tools, appliances and equipment of the Trade Contractor at the Project site, and through itself or others provide labor, equipment and materials to prosecute Trade Work on such terms and conditions as shall be deemed by the Owner as necessary, and shall deduct the cost, including without restriction all claims, charges, expenses, losses, costs, damages, and attorneys' fees, incurred as a result of the Trade Contractor's failure to perform, from any money then due or thereafter to become due to the Trade Contractor under this Agreement.

**13.3.1** If the Owner so terminates the employment of the Trade Contractor, the Trade Contractor shall not be entitled to any further payments under this Agreement and no sum shall be deemed due or to become due to the Trade Contractor until Trade Work has been completed and accepted by the Owner, all Agreement requirements have been fulfilled, and payment has been received by the CM from the Owner. In the event the unpaid Agreement Amount earned by Trade Contractor exceeds the cost of completion and any and all incidental costs, including administrative, legal and other professional fees, the difference shall be paid to the Trade Contractor, but if such expenses exceed the unpaid earned Agreement Amount, the Trade Contractor agrees to pay the difference to the Owner within thirty (30) days following receipt of written notice.

**13.3.2** If it is determined or agreed that the Owner wrongfully exercised any option under this Article, the Owner shall be liable to the Trade Contractor solely for the reasonable value of Trade Work performed by the Trade Contractor prior to such action, including reasonable overhead and profit on the Trade Work performed, less prior payments made. Under no circumstances shall the Trade Contractor be entitled to recovery of claimed lost future profits.

## **14. Delays**

**14.1** Should the progress of the Trade Work be delayed, obstructed or interfered with through any fault, action or failure to act by the Trade Contractor or any of its officers, agents, employees, Trade Contractors or suppliers so as to cause any additional cost, expense, liability or damage to the CM or the Owner, including legal fees or expenses incurred in defending claims arising from such delay or seeking reimbursement and indemnity from the Trade Contractor and its surety hereunder, the Trade Contractor and its surety agree to compensate and indemnify the CM and the Owner against all such costs, expenses, damages and liabilities.

**14.2** In addition, the Trade Contractor, at the CM's direction and at the Trade Contractor's own cost and expense, shall work such overtime as may be necessary to make up for all time lost in the completion of the Trade Work and in the completion of the Project due to such delay. If the Trade Contractor fails to make up for the time lost by reason of such delay, the CM has the right to use other Trade Contractors or suppliers and to take whatever other action the CM deems necessary to avoid delay in the completion of the Trade Work and the Project, the cost of which shall be borne by the Trade Contractor. In the event Trade Contractor delays timely performance of the Trade Work or to the completion of the Project, either by its acts or omissions, and such delays result in the CM being charged by the Owner with actual or liquidated damages, then the Trade Contractor shall reimburse the CM the full amount of all such damages and charges resulting from the delays caused by the Trade Contractor. The CM may offset any such damages against the remaining balance due to the Trade Contractor on the Agreement Amount, if any.

**14.3** If the commencement and/or progress of the Trade Work is delayed without the fault or responsibility of the Trade Contractor, the time for the Trade Work shall be extended by Change Order to the extent obtained by the CM from the Owner pursuant to the CM Agreement, and the Schedule of Work shall be revised accordingly.

## **15. Changes**

**15.1 Trade Work Changes.** The Owner and the Trade Contractor agree the Owner may make changes to the Trade Work, including but not limited to; additions, deletions or revisions. Any changes made to the Trade Work involved, or any other parts of this Agreement, shall be by a written Change Order. To the extent that any such change impacts Trade Contractor's cost of or time for performance, the Agreement Amount and Agreement Schedule shall be equitably adjusted to compensate for such impact. Changes shall be initiated by one of the three methods outlined below, or as provided in the CM Agreement and shall be incorporated into the Agreement by a Change Order.

**15.1.1. Request for Change Proposal.** A Request for Change Proposal ("RFCP") is a written request that informs Trade Contractor about a potential change in the Trade Work and requests a proposal for the potential change. Trade Contractor shall promptly reply with such request. Trade Contractor shall not implement the change or incur any costs until a Change Order is fully executed.

**15.1.2. Construction Change Directive.** A Construction Change Directive ("CCD") is a written directive that instructs Trade Contractor to take some immediate action in connection with the Trade Work. CCDs are issued when there is not time to issue a RFCP or Change Order. Trade Contractor shall immediately proceed so as not to delay the progress of the Work and in accordance with the terms of the CCD. Any impact of a CCD on the Contract Price or Schedule shall be adjusted by a Change Order.

**15.1.3. Change Order Requests.** Within seven (7) calendar days after the occurrence of any event or observance of any condition that Trade Contractor believes entitles Trade Contractor to an adjustment in Agreement Amount and/or Agreement Schedule, Trade Contractor shall prepare and submit a Change Order Request ("COR") to CM. The COR shall include a detailed factual narrative, a detailed analysis showing entitlement and a detailed analysis of the proposed change to the Agreement Amount and/or Agreement Schedule.

**15.2 Change Orders.** A Change Order ("CO") is a written instrument prepared by the CM or Owner and signed by the Trade Contractor stating their agreement with the change in the Trade Work and any adjustment to the Agreement Amount and/or Agreement Work Schedule. All changes and/or additions in the Trade Work ordered in writing by the Owner or CM shall be deemed a part of the Trade Work and shall be performed and furnished in strict accordance with all terms and conditions of this Agreement and the Trade Contract Documents, including the current Schedule of Work.

Change Orders will be used to implement approved Requests for Change Proposals, Construction Change Directives and Change Order Requests. Upon receipt of a properly documented COR or CCD, the parties shall negotiate in good faith to determine if the Trade Contractor is entitled to a Change Order and, if so, the appropriate equitable adjustment. Any adjustment to the Agreement Amount shall be established by one of the following methods:

- a. mutual acceptance of an itemized lump sum, or
- b. unit prices as indicated in the Trade Contract Documents or as subsequently agreed to by the parties; or
- c. costs determined in a manner acceptable to the parties and a mutually acceptable fixed or percentage fee; or
- d. another method provided in the Trade Contract Documents.

If the Parties are unable to agree on the dispositions of a COR or CCD, CM or Owner will either (i) issue a Notice denying Trade Contractor's request or (ii) issue a unilateral Change Order setting forth the final determination regarding the adjustments. Any cost and schedule adjustments shall be a full accord and satisfaction for all cumulative impacts of the underlying change.

**15.3** The Trade Contractor shall not be entitled to receive additional compensation for extra work or materials or changes of any kind except to the extent the same was ordered by the CM. The Trade Contractor shall be responsible for any costs incurred by the Owner or the CM for changes of any kind made by the Trade Contractor that increase the cost of the Work for either the Owner, the CM or other Trade Contractors when the Trade Contractor proceeds with such changes without a Change Order or Construction Change Directive.

**15.4 Determination by Owner, CM or Architect/Engineer.** Notwithstanding any other provision, if the Trade Work for which the Trade Contractor claims additional compensation is determined by the Owner, the CM or Architect/Engineer not to entitle the Trade Contractor to a Change Order, additional compensation or a time extension, the Owner and the CM shall not be liable to the Trade Contractor for any additional compensation or time extension for such Trade Work, unless the Owner agrees in writing to pay such additional compensation or to grant such extension.

## **16. Claims**

**16.1** A Claim is a written demand by Trade Contractor seeking an adjustment in the Agreement Amount and/or Agreement Schedule or some other relief under the terms of the Agreement for events other than a RFCP that has been denied in writing. Trade Contractor shall provide Notice to the Owner and the CM of any potential Claim within seven (7) calendar days after the event giving rise to the Claim. Within fifteen (15) calendar days thereafter, Trade Contractor shall submit a detailed factual narrative, a detailed analysis showing entitlement and a detailed analysis of the alleged change to the Agreement Amount and/or Agreement Schedule. Claims not timely made, in writing, by the Trade Contractor shall be deemed to have been abandoned and waived. The acceptance and consideration of any claim out of time by the Owner shall not create any precedent nor "course of dealing" between the Owner and the Trade Contractor, nor shall it waive the Owner's right to insist on strict adherence by the Trade Contractor to the contract claims procedures. If Owner denies Trade Contractor's Claim, Trade Contractor may pursue the matter under Article 21 Dispute Resolution.

**16.2** The Trade Contractor shall not delay or suspend the Trade Work because of the pendency of or the denial by the Owner of any such claim or because of the continuance of the condition out of which the claim arose, but shall proceed diligently in performing the Trade Work while the claim is being resolved by agreement or being fully adjudicated.

**16.3** In the event the Trade Contractor asserts that it should receive additional compensation because of an act or omission on the Owner's part, or someone for whom the Owner is responsible, the Trade Contractor shall promptly submit the claim to the Owner and the CM in writing within the time required in Section 16.1. Failure of the Trade Contractor to submit such claims in a timely and proper manner shall result in a waiver of such claim.

**16.4** The Trade Contractor shall fully cooperate with the CM in the submission of such claims described in Section 16.3, shall prepare all supporting data and do everything else necessary to properly present the claims, including payment of legal fees incurred by the CM to prepare, submit and negotiate or otherwise resolve such claim. Should the Owner allow and pay additional compensation to the CM on account of such claim asserted by the Trade Contractor, the CM will pay the same to the Trade Contractor.

**16.5** It shall be an express condition precedent to any obligation on the part of the CM to make payment of any cost, reimbursement, compensation or damages to the Trade Contractor hereunder that the CM shall first be determined to be entitled to such compensation on behalf of the Trade Contractor and then receive such payment from Owner, and Trade Contractor expressly acknowledges that the CM is not obligated or required to pursue the Trade Contractor's claim against the Owner if the CM, in its sole discretion, after review of the Trade Contractor's claim, has deemed the claim to lack merit in whole or in part.

16.6 If at any time a controversy should arise between the CM and the Trade Contractor with respect to any matter in this Agreement which the CM determines is not a claim, dispute or controversy which should involve or be asserted against the Owner, the decision of the CM relating to the subject of the controversy shall be followed by the Trade Contractor.

## 17. Taxes

The Agreement Amount includes all sales, excise, transportation, unemployment compensation, social security, and any other taxes presently existing or subsequently imposed and levied and the Trade Contractor agrees to pay all of the above and to conform to all applicable municipal, state and federal laws in connection with such taxes. The Trade Contractor further agrees to withhold taxes from the wages and salaries of all employees of the Trade Contractor and pay the same in accordance with the federal and state laws and regulations pertaining thereto. The Agreement Amount includes federal, state and municipal taxes now levied or in force or hereafter imposed on any and all tangible personal property sold or transferred to the Owner under this Agreement and the Trade Contractor agrees to pay such tax or taxes on such property, the cost of which is included in the Agreement Amount.

## 18. Liens

18.1 The Trade Contractor shall promptly pay when due all its project creditors, together with the project creditors of all those below it in the contractual chain.

18.2 If the Project involves private work, the Trade Contractor shall keep the property and improvements free and clear of all mechanic, materialmen and similar lien claims or statements. In the event any such lien is filed, asserted or claimed, the Trade Contractor shall immediately secure its release either by paying the lien claimant, by filing a lien release bond, or by any other means permitted by law. If not so released, the Owner may retain an amount equal to 150% of the lien or claim and may pay the claimant and offset that amount, plus any legal fees from the amount so retained. If the Project involves public work, the Trade Contractor shall promptly pay and secure releases from all of its project creditors, including all those below it in the contractual chain, who are entitled to assert claims against the Owner, the CM or its surety.

18.3 If any claim or lien is made or filed with or against the CM, the Owner, the Project, 218 W 6<sup>th</sup> St, Tulsa, Ok 74119 or the Project funds by any person claiming that the Trade Contractor or any Trade Contractor or other person under contract to the Trade Contractor, or any person or entity employed or engaged by the Trade Contractor at any tier, has failed to make payment for any labor, services, materials, equipment, taxes or other obligations furnished or incurred in connection with the Trade Work, or if the Trade Contractor or any Trade Contractor or other person under contract to the Trade Contractor, or any person or entity employed or engaged by the Trade Contractor at any tier causes damage to the Trade Work or any other work on the project, or if the Trade Contractor fails to perform or is otherwise in default of any term or provision of this Agreement, the Owner shall have the right to retain from any payment then due or thereafter due an amount which the Owner deems sufficient to (1) satisfy, discharge and/or defend against any such claim or lien, (2) make good any such nonpayment, failure, damage or default, and (3) defend, indemnify and hold harmless the CM and the Owner against any and all losses, damages and costs, including legal fees and expenses, incurred by either or both of them. The Owner shall require proof that any such nonpayment, claim or lien is fully satisfied, dismissed and discharged before any remaining retained funds will be released. The Owner shall, in addition, have the right to apply and charge against the Trade Contractor so much of the amount retained as may be required for the foregoing purposes and the Trade Contractor shall pay and reimburse the CM and the Owner all such losses, damages, and costs incurred by them which exceed the retained funds.

## 19. Assignment

To the fullest extent permitted by law, the Trade Contractor agrees that it shall not assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Agreement including, but not limited to, any right to receive payments hereunder, without the prior written consent of the Owner in its sole discretion and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event the Trade Contractor assigns, sells, encumbers or otherwise transfers its right to any funds due or to become due under this Agreement as security for any loan, financing or other indebtedness ("Assignment"), notification to the Owner and the CM of such Assignment must be sent by certified mail, return receipt requested, to the Owner and the CM and the Assignment shall not be effective as against the Owner until the Owner provides its written consent to such Assignment. The Trade Contractor agrees that any such Assignment shall not relieve the Trade Contractor of any of its agreements, duties, responsibilities or obligations under this Agreement and the Trade Contract Documents and shall not create a contractual relationship or a third party beneficiary relationship of any kind between the Owner or the CM and such assignee or transferee.



## **20. Guarantee/Warranty**

For a period of one year from the date of the Owner's final acceptance of the Trade Work, the Trade Contractor guarantees and warrants that the Trade Work complies with the Trade Contract Documents requirements and is free from defects in material and workmanship. This guarantee/warranty shall include, but is not limited to, the cost of all labor, material and related items necessary to correct any such defect, plus the cost of repairing any damage to other items which may have been caused by the defective material or workmanship. If the Trade Contractor fails to begin warranty work within forty-eight (48) hours of being notified that such work is necessary, the Owner may, at its option, perform the necessary remedial work or secure its performance by others and charge the Trade Contractor with the cost thereof, plus a 15% Administrative Fee. Nothing in this paragraph shall shorten the statute of limitations on any action by the Owner for breach of contract, negligence or other cause of action against the Trade Contractor.

## **21. Dispute Resolution**

**21.1 Scope of Disputes Provisions.** All Claims, disputes or other matters in question between the parties to this Agreement which arise out of or relate to this Agreement (or the breach thereof), whether in contract or tort, (hereinafter "Dispute") shall be subject to the dispute resolutions set forth below.

**21.2 Initial Dispute Resolution/Mediation.** A Dispute which either party desires to pursue shall be set forth in a detailed written statement of claim submitted to the other party providing the specific basis upon which monetary or other relief is claimed to be due, the specific contractual provision(s) supporting the claim and an itemization of the amount claimed to be due. Following submission of the detailed statement of claim, Owner and Trade Contractor shall endeavor to settle the Dispute first through face to face direct discussions between corporate officers of the Owner and Trade Contractor which discussions shall be held at the Owner's office location involved with the Project within thirty (30) calendar days of a request by either party. If the Dispute cannot be resolved through direct discussions, the parties shall participate in mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent and before recourse to any other form of binding dispute resolution. The location of the mediation shall be the same city as the location of the Project, unless the parties agree on another location. Upon written notice requesting mediation provided to the other party and the American Arbitration Association, the parties agree to proceed with the mediation as scheduled by the mediator. Either party may terminate the mediation at any time after the first session, but the decision to terminate must be personally delivered to the other party and the mediator.

**21.3 Binding Dispute Resolution.** In the event Owner and Trade Contractor cannot resolve the Dispute through direct discussions or mediation as contemplated above, then the Dispute shall, at the sole discretion of Owner, be decided either by submission to (a) arbitration administered by the American Arbitration Association or other arbitration tribunal mutually agreed upon by the parties; or (b) litigation subject to the exclusive jurisdiction and venue of the location of the Project.

### **21.4 Arbitration Election**

**21.4.1** In the event Owner exercises its exclusive right to resolve the Dispute in arbitration, such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or the applicable rules of such other arbitration tribunal as the parties may mutually determine in effect at the time the arbitration is commenced as modified by the terms hereof. Any arbitration hereunder shall be held at the location of the Project.

**21.4.2** Should Owner exercise its exclusive right to resolve the Dispute by arbitration, then within fourteen (14) days after Owner gives Trade Contractor notice of Owner's election of arbitration, the parties shall use good faith efforts to select a single arbitrator mutually acceptable to both parties. If the parties are unable to select an arbitrator, then the parties will select the arbitrator(s) from a panel of experienced construction arbitrators on the American Arbitration Association's large complex case panel or a comparable panel of experienced construction arbitrators maintained by such other arbitration tribunal mutually selected by the parties then in effect. In the event the amount in Dispute exceeds \$1,000,000.00, Owner and Trade Contractor agree the arbitration shall be heard by a panel of three (3) arbitrators; otherwise, the Dispute shall be heard by a single arbitrator.

**21.4.3** The parties will enter into an Electronically Stored Information Agreement outlining the scope and volume for ESI discovery, which shall take into account the amount and complexity of the Dispute.

**21.4.4** The arbitration award shall be final and binding upon the parties, shall include attorneys' fees and costs to the prevailing party or parties, and may be entered as a judgment in any court having proper jurisdiction. In any arbitration the Arbitrator(s) shall have no power to render an award which has the effect of altering or amending or changing in any way any provisions of this Agreement.

**21.4.5** The parties stipulate and agree that the performance of this Agreement is a transaction involving interstate commerce. Notwithstanding other provisions in the Agreement, or choice of law provisions to the contrary, this agreement to arbitrate shall be enforced pursuant to, and governed by, the Federal Arbitration Act, 9 U. S. C. §1 et seq., which shall not be superseded or supplemented by any other arbitration act, statute or regulation.

**21.4.6** At the sole discretion of Owner, any arbitration with Trade Contractor shall be consolidated with any other arbitration proceeding relating to the work under the CM Agreement.

**21.5 Litigation Election.** In the event Owner elects not to exercise its exclusive right to resolve the Dispute by arbitration, or in the event the Dispute between Owner and Trade Contractor, or any portion thereof, is found to be non-arbitrable, then the parties hereby agree that the Dispute or a portion thereof (as the case may be) shall be subject to exclusive jurisdiction and venue at the location of the Project. In any such Dispute or portion thereof which is resolved by litigation, Trade Contractor expressly waives any right to trial by jury.

**21.6 Multiparty Proceeding.** To the extent permitted by Trade Contract Documents, all parties necessary to resolve a claim shall be parties to the same dispute resolution proceeding. To the extent Disputes between the Owner and the Trade Contractor involve in whole or in part disputes between the CM and the Owner, Disputes between the Trade Contractor and the Owner shall be decided by the same tribunal and in the same forum as disputes between the CM and the Owner.

**21.7 Stay of Proceedings.** (a) In the event the provisions for resolution of disputes between the CM and the Owner contained in the Trade Contract Documents do not permit consolidation or joinder with disputes of third parties, such as the Trade Contractor, resolution of any Dispute between Owner and Trade Contractor involving in whole or in part disputes between CM and Owner shall be stayed pending conclusion of any dispute resolution proceeding between CM and Owner. (b) In the event that any action is filed prior to exhaustion of remedies under the Agreement; such action shall be stayed pending conclusion of any dispute resolution proceedings.

**21.8 Work Continuation and Payment.** Unless otherwise agreed in writing, Trade Contractor shall continue the Trade Work and maintain the Schedule of Work during any dispute resolution proceedings. As Trade Contractor continues to perform, Owner shall continue to make payments in accordance with this Agreement.

**21.9 Cost of Dispute Resolution; Attorneys' Fees.** The cost of any mediation proceeding shall be shared equally by the parties participating.

**21.9.1** The prevailing party in any Dispute arising out of or relating to this Agreement or its breach that is resolved by a dispute resolution procedure designated in the Trade Contract Documents shall be entitled to recover from the other party any remedies available under Oklahoma law after direct discussions and mediation.

**21.9.2** In the event the Trade Contractor is awarded an amount equal to or less than the last written offer of settlement from Owner, prior to the commencement of binding dispute resolution, Owner shall be deemed prevailing party and be entitled to recover those reasonable attorneys' fees, costs and expenses (including expert fees and expenses) incurred by the Owner.

## **22. Miscellaneous**

**22.1** No one, other than the parties hereto, their successors, trustees and assigns, shall be entitled to bring action on this Agreement or the Performance Bond provided by the Trade Contractor, it being the express intent of the parties that this Agreement shall not be for the benefit of any third party.

**22.2** Any term or provision of this Agreement which is held to be invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

**22.3** This Agreement, together with the documents referred to or incorporated herein by reference, constitute the complete agreement between the parties. No agent or employee of either party possesses the authority to make, and the parties shall not be bound by nor liable for, any statement, representation, promise or agreement not set forth herein. Any article, section, paragraph or other headings contained in this Agreement are for reference purposes and shall not affect in any way the meaning or interpretation of this Agreement.

**22.4** The terms and provisions shall extend to and be binding upon the successors, trustees and assigns of the parties hereto, and shall be governed and controlled, except as expressly provided herein or as required by the Trade Contract Documents, by the laws of the State of the Oklahoma.

**22.5** The Trade Contractor agrees to comply with the provisions and any applicable local, state or federal ordinance, regulation, status, or other mandate regarding affirmative action and/or minority/women's business enterprise participation.

**22.6** This Agreement has not been altered in any manner from its original form as sent to the Trade Contractor except for required signatures and dates, or as clearly marked and initialed by this Trade Contractor. Any changes to this Agreement not initialed by the Owner will not be binding.

23. Schedule of Exhibits to the Agreement

The following Exhibits are attached to and are a part of this Agreement.

- Exhibit A: The Trade Contractor's Scope of Work, including alternative or unit prices
- Exhibit B: Insurance Requirements
- Exhibit C: Flintco Policies/Procedures Acknowledgement of Obtaining Form
- Exhibit D: List of Drawings, Specifications and Addenda
- Exhibit E: Schedule of Work
- Exhibit F: Certification of Non-Segregated Facilities
- Exhibit G: Payment and Performance Bond Forms
- Exhibit H: Tax Exemption Certificate

This Agreement is entered into as of the date entered in Article 1.

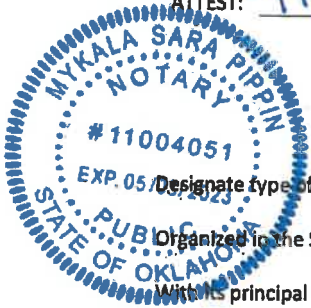
Platinum Mechanical, LLC.

BY: Tony L. Breen

PRINT NAME: Tony L. Breen

PRINT TITLE: PRESIDENT / OWNER

NOTARY  
ATTEST: Mykala Sara Pippin



Designate type of organization: ( ) Corporation ( ) Partnership ( ) Sole Proprietorship ☒ LLC ( ) Other

Organized in the State of OKLAHOMA

With its principal place of business at Tulsa, Oklahoma

Tulsa County

ATTEST: \_\_\_\_\_

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

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

County Clerk

ATTEST: \_\_\_\_\_

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

PRINT NAME: Michael Willis

Approved as to form:

ATTEST: 5/22/19

BY: Nolan M. Fields

PRINT NAME: Nolan Fields

PRINT TITLE: Assistant District Attorney

## TRADE CONTRACTOR - SCOPE OF WORK

Exhibit A  
Page 1 of 4

### **BID PACKAGE 23A: MECHANICAL - COMPLETE**

Specification Section	Description
DIVISION 0	Procurement and Contracting Requirements
DIVISION 1	General Requirements
055000	Metal Fabrications, pertinent portions thereof applicable to the work of this bid package
079005	Joint Sealers, pertinent portions thereof applicable to the work of this bid package
DIVISION 11	Equipment, pertinent portions thereof applicable to the work of this bid package
DIVISION 22	PLUMBING, complete
DIVISION 23	HEATING, VENTILATING AND AIR CONDITIONING (HVAC), complete
DIVISION 26	ELECTRICAL, pertinent portions thereof applicable to the work of this bid package

(In addition to the Specification Sections listed, Bidders will include work from referenced specifications and other work normally associated with this trade whether referenced or not.)

#### Definition of Terms

Contractor = Bidder

Construction Manager = Flintco, LLC

Owner = Tulsa County

Architect = GH2 Architects

The scope of work of this bid package shall also include the following items, but without limiting the scope of work as provided above:

- 1) Elevator Sizes:
  - a. Basement – 1<sup>st</sup> floor Service Elevator – 7'-7" W x 5'-4" D x 7'-7" Tall
  - b. 1<sup>st</sup> – 9<sup>th</sup> Floors, all elevators – 6'-7" W x 4'-7" D x 7'-7" Tall
  - c. Roof on cabs is not removable and there are no hatches
  - d. There is no platform on top of elevator and material/ personnel are prohibited from riding on top of the cab.
- 2) This Contractor to carry an Allowance of \$100,000 in the bid price. Allowance usage will be directed by Construction Manager. Unused allowances will be removed from final contract price by change order at completion of work.
- 3) Furnish and install a complete, fully operational, and tested mechanical, HVAC, plumbing, and control systems in accordance with the contract documents. It is the intent and meaning of this bid package that this Contractor is to provide the HVAC and plumbing installation complete in accordance with the contract documents, and that all items and apparatuses necessary, reasonably incidental, or customarily included, even though each and every item is not specifically called out or shown is included. All piping will be provided by this contractor to the extent indicated on Mechanical and Plumbing Drawings.
- 4) Upon completion of this Contractor's underground work, this Contractor shall be responsible for re-grading the area due to his excavation, backfill and compaction operations so as to restore slopes and elevations within 0.1' of existing grade, and to prevent standing water. This Contractor shall be responsible for the removal from the site of all excavation spoils created by his work. Upon completion of this Contractor's work at a "finished" area, this Contractor shall restore the area to the same state or a better state than that which the area was in, prior to this Contractor beginning his Work.
- 5) Furnish and install all sleeves and piping in concrete foundations as required for this work in coordination with the Construction Manager, concrete contractor and electrical contractor before the foundations are poured. Furnish competent personnel to verify correct placement of all sleeves, block-outs, embeds, etc. during the placement of concrete.
- 6) Furnish and install the automatic temperature controls including control components and complete control-wiring system in accordance with the contract documents. Protect and relocate existing thermostats or controls for the existing HVAC systems to be re-used.
- 7) Furnish and install all required smoke and fire dampers per the Contract Documents. Exclude wiring, conduit, transformers, and connections to fire alarm panel.

## TRADE CONTRACTOR - SCOPE OF WORK

Exhibit A  
Page 2 of 4

- 8) Coordinate with fire alarm contractor the duct detector installation. Provide access for fire alarm contractor to install in-duct detectors as required. Include all factory installed duct detectors if specified.
- 9) Furnish and install the HVAC and/or plumbing systems' insulation as required by the contract documents or by the authorities having jurisdiction.
- 10) Furnish and install all valve handle extensions as required to accommodate all piping insulation.
- 11) Furnish and install all roof curbs for the roof top mechanical units as shown on the contract documents.
- 12) It is the responsibility of this contractor to coordinate locations and requirements of all equipment rooftop openings requiring structural steel supports with the structural steel contractor, including coordination drawings and equipment information.
- 13) Furnish and install vibration isolation and noise control in accordance with the contract documents.
- 14) Furnish and install isolation valves in accordance with the contract documents.
- 15) Furnish and install all louvers, including framed louvers and blank-off panels, and vents as required by the contract documents. Include all aluminum and architectural louvers as shown.
- 16) Furnish and install all decorative grilles as shown on the Contract Documents. Include false grilles as indicated.
- 17) Furnish and install the steel duct shrouds if shown on the Contract Documents. Include the steel plate, angle, fasteners, and accessories required for a complete installation.
- 18) Provide watertight furring around any water piping system over electrical rooms.
- 19) Furnish and install all plumbing fixtures and required piping in accordance with the Contract Documents.
- 20) Furnish and install all sump pumps if shown on the Contract Documents.
- 21) Furnish and install all roof drains, associated piping throughout the building, roof curbs, roof penetration enclosures, exterior hydrants and enclosures and/or supports compatible with the roof installation for mechanical penetrations through the roof and for rooftop mechanical equipment as required by the contract documents. Include hatch type heat and smoke vents. Include all downspout nozzles as shown.
- 22) Expedite installation of permanent roof drain piping or provide temporary roof drain piping lines routed to an exterior opening once roof drains are set to allow roof water to be disposed of and to prevent water infiltration from drains. Coordinate with Construction Manager and roofing contractor.
- 23) Furnish and install splash blocks for all overflow roof drains.
- 24) Contractor shall coordinate location, sizes and configurations of equipment pads with the concrete contractor.
- 25) Contractor shall grout mechanical equipment bases as required.
- 26) Include hook up, piping, equipment, and fixtures, etc. for any mechanical work as noted or indicated on the architectural and structural drawings. Include all condensate drain piping for HVAC equipment as required.
- 27) Coordinate, furnish and install all floor drains at proper elevations with adjacent finish flooring products. Include raising or lowering of existing floor drains in areas of existing floors that receive new flooring or showers as indicated on finish plans. Include the re-installation of concrete or grout around raised drain to allow for new flooring. Review existing conditions prior to bid and include removal of existing concrete necessary to raise the existing floor drains.
- 28) Furnish all required mechanical systems testing, adjusting, and balancing work certified in accordance with the contract documents. Include balancing of hoods as required by the Contract Documents.
- 29) Provide instructional training to Owner's representatives of the mechanical and/or plumbing system operation and maintenance.
- 30) Furnish documentation on all chemical treatments.
- 31) This Contractor is responsible for all core holes and structural penetrations required by this bid package. Others will provide oversized penetrations specifically shown on the structural documents. Prior to forming oversize holes, this Contractor will layout exact requirements. If coring is required, this Contractor will be responsible to protect adjacent surfaces and clean up coring water and debris.
- 32) Furnish and install all signage, valve schedules and/or pipe identification as specified or as required by the authorities having jurisdiction.
- 33) Furnish and install all sleeves, rings, fasteners, and covers etc. required to complete the Work of this bid package.
- 34) This Contractor is to furnish all cosmetic joint sealers as they relate to the Work installed under this bid package. Seal around all through-wall penetrations.
- 35) Furnish all required access doors required by the work of this bid package. Installation of access doors by others. Coordinate locations and rough opening sizes with the other trades prior to the start of their work in the areas that the access doors are being installed. Costs associated with adding access doors after the walls have been completed will be deducted from this Contract.
- 36) Furnish and install all fire stopping and sound caulk required to complete the Work of this bid package. Include the trowelable firestop compound and firestop mortar at floor penetrations for pipe and mechanical chases.

## TRADE CONTRACTOR - SCOPE OF WORK

Exhibit A  
Page 3 of 4

- 37) Furnish and install all motor starters and/or starter disconnects that are specified as factory installed in the mechanical equipment. Exclude all motor starters and/or starter disconnects that are not factory installed by the mechanical equipment manufacturer.
- 38) Furnish all VFD and VFC's that are specified as factory installed in the mechanical equipment. Exclude VFD and VFC's that are not factory installed by the mechanical equipment manufacturer.
- 39) Provide internal power connections as needed within equipment.
- 40) Furnish and install all heat tracing that is required by the contract documents. The power supply, conduit and wire to point of connection for heat tracing will be by others.
- 41) Furnish and install all required miscellaneous metal supports, stands, hangers, trapeze hangers, etc. required to complete the Work of this bid package, which is not specifically shown and sized on the Structural Drawings, both permanent and temporary.
- 42) Contractor shall furnish and install all materials necessary for supply and connection of plumbing and mechanical connections to owner provided appliances, owner equipment and foodservice equipment as indicated in the contract documents. Contractor to provide final hook-ups.
- 43) Contractor shall protect all fixtures that are cast into the slab on grade. Include covering of all floor sinks and trough drains until the time they are to be put into service. Store and protect all covers, grates, and strainers until the time the fixtures are to be put into service.
- 44) Furnish and install exhaust fans/make-up air units including fan, motor, air cleaners, filters, mechanical platform, etc. as shown on the contract documents.
- 45) Furnish and install exhaust system and duct for exhaust and make up air systems including final hook-ups as required. Include the code approved duct material for grease laden exhaust duct and associated fire wrap and insulation. Include the installation of the fire rated wrap on top of the hood if it is within 18" of the finished ceiling.
- 46) Furnish and install all plumbing and piping associated with the all equipment as shown on the contract documents.
- 47) Contractor to include disconnect of all plumbing equipment, fixtures, and piping in interior demolition areas.
- 48) Disconnect existing mechanical equipment shown to be removed on interior and exterior of building. Contractor to include demolition of all HVAC equipment in interior demolition areas and rooftop units noted to be removed. Special attention shall be paid to all demolition plans and specifications with respect to all mechanical work done in the demolition areas to include, but not limited to, removal/storage/re-installation of existing ductwork, diffusers, registers, grilles, and equipment that are located in walls and ceilings to be demolished, and replacing and installing any required firestopping within this work per code requirements. Existing mechanical fixtures, equipment, and wiring to remain in place shall be protected from dirt and damage during demolition activities by this contractor. Contractor responsible for hoisting and removal from site.
- 49) At locations shown on demo or MEP demo sheets for new plumbing or revisions to existing plumbing under existing concrete slabs, provide required excavation, backfill, sub base and piping as shown on the Contract Documents. Exclude saw cut, removal and replacement of existing slab or walls at areas shown to be removed on demolition drawings. Include the excavation and disposal of existing sub base material to allow installation of new plumbing. Replace backfill material and aggregate sub base as indicated in trenches or holes including backfill and compaction of fill. If any locations other than those shown on demolition or MEP demolition sheets require saw cutting to install under slab work, this contractor shall saw cut, remove, and replace concrete at locations to connect new under slab piping to existing, or to re-work existing. Locate under slab piping prior to cutting floor to determine best location. Include the excavation and disposal of existing concrete and sub base material to allow installation of new piping.
- 50) Install the new piping and ductwork shown in the existing building. Damage caused to the ceiling, walls, flooring, etc. will be the responsibility of this contractor to repair. Penetrations and patching/sealing through existing walls above the ceiling will be this contractor's responsibility. Maintain existing rating of walls.
- 51) It is the responsibility of this contractor to review the existing conditions and routings to verify how to tie-in to existing work and to verify possibility of routing. Any damage caused to existing work during routing in existing areas will be this contractor's responsibility to replace.
- 52) Existing pneumatic system is assumed to be operational and units scheduled to be relocated are assumed to be functioning properly or only need minor adjustments. If a unit is found to be non-operable or requires extensive repairs, notify Construction Manager for direction on repair, replacement or use of unit on floor not being renovated. Costs of extensive repairs or relocation of unit from non-renovated floor will be provided to Construction Manager and change order issued.
- 53) The ceiling demolition shown on the demolition plans are excluded from the scope of work in this bid package. If a ceiling is not shown to be removed on the plans, the contractor will be responsible for removing ceiling tiles and replacing any damaged tiles to perform the work of their bid package. Remove ceiling tiles as needed where water and gas lines are installed above the existing ceiling.

## TRADE CONTRACTOR - SCOPE OF WORK

Exhibit A  
Page 4 of 4

- 54) Contractor shall be responsible for the replacement of any damaged ceiling tiles that are damaged as a result of installation of work contained within this package.
- 55) At the time that the HVAC system is required to be placed in service to move controlled air to allow for finish construction to be accomplished, it will be this Contractors responsibility to operate these systems. All reasonable efforts and/or methods should be taken to expedite the use of these systems. ALL temporary construction filters and filter medium will be provided by this Contractor to protect the equipment. Prior to final test and balance and final acceptance the equipment and filters will be brought to new condition and the warranties will begin at substantial completion as defined by the Construction Manager. Any extended warranties required to achieve this will be the responsibility of this contractor. If for whatever reason, weather specified, or due to equipment limitations or requirements, the permanent HVAC system cannot be utilized for providing the required controlled tempered air and dehumidification necessary for interior finish construction to be accomplished, it shall be the responsibility of this contractor to provide temporary means of controlled tempered air and dehumidification from the point in time the project schedule dictates the commencement of interior finish activities until such time that the permanent HVAC system is placed into operation. This includes the supply, installation, maintenance, and removal of any necessary temporary equipment, power connections to temporary equipment, and temporary ducting and distribution and coordination with the Construction Manager accordingly.
- 56) Provide temporary filtering of all return air outlets during construction. Provide covered protection over any unused supply or return outlets.
- 57) Furnish and install all natural gas piping supply, regulation, and final hook-up within the building to all mechanical equipment as required by the Contract Documents. Include trunk lines and regulators as required by manufacturers of equipment.
- 58) Furnish all necessary hydrostatic testing and chlorination of water lines.
- 59) Include unloading, hoisting and placement of material and equipment at the jobsite upon delivery as required to maintain the project schedule and in coordination with the Construction Manager.
- 60) Contractor will provide all hoisting as required by the scope of this package. See Bid Package General Requirements in Construction Manager's Bid Book for Stair Tower Erection Crane usage.
- 61) Retesting expenses required due to installation deficiency are the responsibility of the Contractor.
- 62) Coordinate locations of existing utilities with Authorities having jurisdiction prior to beginning any work.
- 63) Provide City and State approval of utility work including City Performance and Maintenance Bonds engineered surveys, testing, etc. as required.
- 64) Provide temporary task lighting beyond OSHA minimum requirements as required by the scope of work of this bid package.
- 65) Provide positive ventilation as required by authorities having jurisdiction.
- 66) Contractor is responsible for ensuring compatibility, when required by specifications, of materials installed by others.
- 67) Coordinate sequencing of operations with fire alarm contractor and automatic door contractor.
- 68) Include painting and priming of miscellaneous metals used in fabrication of ductwork, piping, accessories, supports, pipe supports, and miscellaneous metals used to provide a complete and operational system. Includes coating pipe and connections to overflow scuppers. If rust drains from the overflow scuppers, it will be the plumber's responsibility to clean and stop further rust from appearing.
- 69) Coordinate all work with Demolition, Fire Sprinkler and Electrical contractors. Ductwork shall have priority in utility spaces. Coordination drawings and attendance at coordination meetings will be required.
- 70) Contractor to provide professional liability insurance, as required per the specifications for all delegated design and professional engineering.

### **Work specifically excluded from this bid package:**

- 1.) Fire protection
- 2.) Electrical power wiring
- 3.) Painting or priming of ductwork or piping

**NOTE:** Each week, the Construction Manager will specify one day for general cleanup. During the extent of your contract, you will provide the Construction Manager with TWO laborers for this cleanup. This will not supersede daily cleanup of the work area as stipulated in Bid Package General Requirements (Document 004600).

**The Liquidated Damages for this Package are \$0 per day**

## TRADE CONTRACTOR INSURANCE REQUIREMENTS

The contractor (and any Sub-contractors) shall carry and keep in force during this Contract, policies of insurance in minimum amounts as set forth below, or as required by the laws of the State of Oklahoma:

1. General Liability Insurance providing for a combined amount of not less than \$200,000 for all damages arising out of bodily injury, death and property damage for each occurrence with an aggregate limit of \$300,000, and an excess umbrella liability coverage of \$2,000,000;
2. Workers Compensation Insurance and Employee Liability Insurance as required by Workers Compensation laws of the State of Oklahoma;
3. Comprehensive Automobile Insurance; and
4. Errors and Omissions Coverage (only applicable to Architect or Engineering Services).

**Note: Builders Risk Insurance will be the responsibility of the Construction Manager and therefore should not be included.**

**IMPORTANT:**

The Contractor shall name the Board of County Commissioners of Tulsa County, Oklahoma as an additional insured;

The Contractor shall furnish Certificates of Insurance which shall provide that said insurance will not be cancelled by the insurer without insurer providing thirty (30) days written notice to the Board of County Commissioners of Tulsa County;

The Insurance specified shall be acquired from an Insurance Company properly licensed by the State of Oklahoma to provide such coverage in the State of Oklahoma.





PLATMEC-01

TLAWSON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/20/2019

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> BancFirst Insurance Services, Inc. 5591 S. Lewis Ave. Tulsa, OK 74105	<b>CONTACT</b> <b>Teresa Lawson</b>		
	<b>PHONE</b> (A/C, No, Ext): (918) 949-6711	<b>FAX</b> (A/C, No): (918) 747-4176	
	<b>E-MAIL ADDRESS:</b> teresa.lawson@bancfirst.insurance		
<b>INSURED</b>  Platinum Mechanical LLC 8199 E. 46th St. Tulsa, OK 74145	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> National Fire Insurance Company of Hartford		20478
	<b>INSURER B:</b> The Continental Insurance Company		35289
	<b>INSURER C:</b> Valley Forge Insurance Company		20508
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

## COVERAGES

## CERTIFICATE NUMBER:

## 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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X X	6045717461	3/19/2019	3/19/2020	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 15,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
B	X AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X X	6045717458	3/19/2019	3/19/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
B	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> RETENTION \$ 10,000	X X	6045717489	3/19/2019	3/19/2020	EACH OCCURRENCE \$ 5,000,000
						AGGREGATE \$ 5,000,000
						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	X	6045717475	3/19/2019	3/19/2020	X PER STATUTE <input type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name: Tulsa County Administration Building Renovations

Project Number: HEADQ

Location: 218 W 6th St, Tulsa, OK 74119

Owner: Board of County Commissioners of Tulsa County, Oklahoma.

Architect/Engineer: GH2 Architects

Certificate holder, Architect, Architect's Consultants and Owner are additional insured as required by written contract.

Waiver of Subrogation applies to all policies in favor of certificate holder as required by written contract.

30 days notice of cancellation except 10 for non-payment of premium

## CERTIFICATE HOLDER

## CANCELLATION

Flintco, LLC  
1624 W 21st St  
Tulsa, OK 74107

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



## **NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS**

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
  - A. unless paragraph B. below applies,
    1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
    2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
      - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
      - b. this **coverage part** provides such coverage.
  - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
    1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
    2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
  - A. coverage broader than required by the **written contract**; or
  - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
  - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    2. supervisory, inspection, architectural or engineering activities; or
  - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.
- V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:
 

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

  1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
  2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
  3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation,

defense, or settlement of the **claim**; and

4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

- VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury** or **property damage**; or
  2. the offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**CONTRACTORS EXTENDED COVERAGE ENDORSEMENT**  
**- BUSINESS AUTO PLUS -**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**I. LIABILITY COVERAGE**

**A. Who Is An Insured**

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
  - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.**:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
  - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

**B. Bail Bonds and Loss of Earnings**

**Section II, Paragraphs A.2. (2) and A.2. (4)** are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

**C. Fellow Employee**

**Section II, Paragraph B.5** does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

**II. PHYSICAL DAMAGE COVERAGE**

**A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

The following is added to **Section III, Paragraph A.3.**:

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**B. Transportation Expenses**

**Section III, Paragraph A.4.a.** is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

**C. Loss of Use Expenses**

**Section III, Paragraph A.4.b.** is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

**D. Hired "Autos"**

The following is added to **Section III, Paragraph A.:**

**5. Hired "Autos"**

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
  - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
  - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per "accident."

**E. Airbag Coverage**

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

**F. Electronic Equipment**

**Section III, Paragraphs B.4.c and B.4.d.** are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

**G. Diminution In Value**

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
  - (1) \$5,000; or
  - (2) 20% of the "auto's" actual cash value (ACV).

**III. Drive Other Car Coverage – Executive Officers**

The following is added to **Sections II and III:**

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
  - a. An "auto" owned by that "executive officer" or a member of that person's household; or
  - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."
 Such Liability and/or Physical Damage Coverage as is afforded by this provision.
  - (1) Equal to the greatest of those coverages afforded any covered "auto"; and
  - (2) Excess over any other collectible insurance.
2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

#### **IV. BUSINESS AUTO CONDITIONS**

##### **A. Duties In The Event Of Accident, Claim, Suit Or Loss**

The following is added to **Section IV, Paragraph A.2.a.**:

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

##### **B. Transfer Of Rights Of Recovery Against Others To Us**

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

##### **C. Concealment, Misrepresentation or Fraud**

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

##### **D. Other Insurance**

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

##### **E. Policy Period, Coverage Territory**

**Section IV, Paragraph B. 7.(5).(a).** is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

#### **V. DEFINITIONS**

**Section V. Paragraph C.** is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS
1. Additional Insureds
2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
3. Bodily Injury – Expanded Definition
4. Broad Knowledge of Occurrence/ Notice of Occurrence
5. Broad Named Insured
6. Broadened Liability Coverage For Damage To Your Product And Your Work
7. Contractual Liability - Railroads
8. Electronic Data Liability
9. Estates, Legal Representatives and Spouses
10. Expected Or Intended Injury – Exception for Reasonable Force
11. General Aggregate Limits of Insurance – Per Project
12. In Rem Actions
13. Incidental Health Care Malpractice Coverage
14. Joint Ventures/Partnership/Limited Liability Companies
15. Legal Liability – Damage To Premises / Alienated Premises / Property In The Named Insured's Care, Custody or Control
16. Liquor Liability
17. Medical Payments
18. Non-owned Aircraft Coverage
19. Non-owned Watercraft
20. Personal And Advertising Injury – Discrimination or Humiliation
21. Personal And Advertising Injury - Contractual Liability
22. Property Damage - Elevators
23. Supplementary Payments
24. Unintentional Failure To Disclose Hazards
25. Waiver of Subrogation – Blanket
26. Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs

## 1. ADDITIONAL INSURED

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs A. through H. below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:
- (1) is currently in effect or becomes effective during the term of this **Coverage Part**; and
  - (2) was executed prior to:
    - (a) the **bodily injury or property damage**; or
    - (b) the offense that caused the **personal and advertising injury**,
 for which such additional insured seeks coverage.
- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide



such additional insured with:

- (1) a higher limit of insurance than required by such contract or agreement; or
- (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through H. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

#### A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or
2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

#### B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage or personal and advertising injury** as co-owner of such premises.

#### C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

#### D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

#### E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

#### F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

#### G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
  - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or

decorations and similar exposures; or

- b. the construction, erection, or removal of elevators; or
  - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

#### H. Trade Show Event Lessor

- 1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
  - a. the **Named Insured's** acts or omissions; or
  - b. the acts or omissions of those acting on the **Named Insured's** behalf,
 in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
- 2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

#### 2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

#### 3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

**Bodily injury** means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

#### 4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

##### A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

##### B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury or property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

## 5. BROAD NAMED INSURED

**WHO IS AN INSURED** is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:

- a. on the effective date of this **Coverage Part**; or
- b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
  - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
  - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

## 6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

### k. Damage to Your Product

**Property damage to your product** arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

### l. Damage to Your Work

**Property damage to your work** arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or
- (2) If the cause of loss to the damaged work arises as a result of:
  - (a) fire;
  - (b) smoke;

- (c) collapse; or
- (d) explosion.

**B. The following paragraph is added to LIMITS OF INSURANCE:**

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

**C. This Broadened Liability Coverage For Damage To Your Product And Your Work Provision does not apply if an endorsement of the same name is attached to this policy.**

**7. CONTRACTUAL LIABILITY – RAILROADS**

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

**Insured Contract** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

**(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:**

- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

**(2) Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.**

**8. ELECTRONIC DATA LIABILITY**

**A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusion p. Electronic Data and replace it with the following:**

This insurance does not apply to:

**p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that

which is described in Paragraph (1) or (2) above.

**B. The following paragraph is added to LIMITS OF INSURANCE:**

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

**C. The following definition is added to DEFINITIONS:**

**Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**D. For the purpose of the coverage provided by this ELECTRONIC DATA LIABILITY Provision, the definition of property damage in DEFINITIONS is replaced by the following:**

**Property damage** means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

**E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this ELECTRONIC DATA LIABILITY Provision is part of, and not in addition to, that higher limit.**

**9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES**

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

**10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE**

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

**Expected or Intended Injury**

**Bodily injury or property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

**11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT**

**A. For each construction project away from premises the Named Insured owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:**

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

**B. All:**

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

- C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.
- D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.
- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

**12. IN REM ACTIONS**

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

**13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE**

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:
  - b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
    - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
    - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and
- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:
  - i. add the following to the **Employers Liability** exclusion:
 

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).
  - ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:
 

This insurance does not apply to:

**Contractual Liability**

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.
  - iii. add the following additional exclusions:
 

This insurance does not apply to:

**Discrimination**

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

**Dishonesty or Crime**

Any actual or alleged dishonest, criminal or malicious act, error or omission.

**Medicare/Medicaid Fraud**

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

**Services Excluded by Endorsement**

Any **health care incident** for which coverage is excluded by endorsement.

**C. DEFINITIONS** is amended to:

## i. add the following definitions:

**Health care incident** means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

- a. **professional health care services** on behalf of the **Named Insured** or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

**Professional health care services** means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

**Professional health care services** does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

**Occurrence** means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

## a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:
  - (1) **bodily injury** to a co-employee while in the course of the co-employee's employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and
  - (2) **bodily injury** to a volunteer worker while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.
- the **Named Insured's volunteer workers** are **Insureds** with respect to:
  - (1) **bodily injury** to a co-volunteer worker while performing duties related to the conduct of the **Named Insured's** business; and
  - (2) **bodily injury** to an employee while in the course of the employee's employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

**Other Insurance**

b. **Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

**14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**

**WHO IS AN INSURED** is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

**15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED’S CARE, CUSTODY OR CONTROL**

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. **Damage to Property**

**Property damage** to:

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured’s** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of



insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

- B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C. The following paragraph is added to LIMITS OF INSURANCE:**

Subject to 5. above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D. Paragraph 6., Damage To Premises Rented To You Limit, of LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E. Paragraph 4.b.(1)(a)(ii) of the Other Insurance Condition** is deleted and replaced by the following:

- (ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

## 16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is

amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

## 17. MEDICAL PAYMENTS

**A. LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) \$15,000 unless a different amount is shown here: ~~as shown in the Declarations for Medical Expense Limit~~; or

(2) the amount shown in the Declarations for Medical Expense Limit.

**B. Under COVERAGES, the Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph 1.a. (3)(b) with the following:

- (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

This Paragraph B. does not apply to medical expenses incurred in the state of Missouri.

## 18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

## 19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

## 20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

**A. Under DEFINITIONS, the definition of personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

**B. Under COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

### **Knowing Violation of Rights of Another**

**Personal and advertising injury** caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability

company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

**Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

**Premises Related Discrimination**

**discrimination or humiliation** arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision 1. **ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY**

- A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.
- B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

- d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B – Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**22. PROPERTY DAMAGE – ELEVATORS**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

**23. SUPPLEMENTARY PAYMENTS**

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and

B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

#### 24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

#### 25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

#### 26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

**Note:** The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. **Other Insurance** is amend to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

**Consolidated (wrap-up) insurance program** means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

**Residential structure** means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
  - A. unless paragraph B. below applies,
    1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
    2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
      - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
      - b. this **coverage part** provides such coverage.
  - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
    1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
    2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
  - A. coverage broader than required by the **written contract**; or
  - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
  - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    2. supervisory, inspection, architectural or engineering activities; or
  - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written**



**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement**

**contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

**V. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VI. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:**

**Written contract** means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury** or **property damage**; or
  2. the offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**Workers Compensation And Employers Liability Insurance**  
**Policy Endorsement**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 333 S Wabash Ave, Chicago, IL 60604

Endorsement Expiration Date:

Policy No: WC 6 45717475

Policy Effective Date: 03/19/2017

Policy Page: 30 of 45



## FLINTCO POLICIES/PROCEDURES ACKNOWLEDGEMENT OF OBTAINING FORM

The following Policies and Procedures are part of the Agreement by reference. (Obtain documents at [www.flintco.com](http://www.flintco.com), Select Subcontractors tab and then click on Forms.)

- **Substance Free Workplace:** I acknowledge that I have obtained a copy of the Flintco, LLC policy statement regarding Substance Free Workplace and have read and understand my obligations under this policy.
- **Firearm, Weapons-Free Workplace Policy:** I acknowledge that I have obtained a copy the Flintco, LLC policy statement regarding Firearm, Weapons-Free Workplace and have read and understand my obligations under this policy.
- **Smoke-Free Workplace:** I acknowledge that I have obtained a copy of the Flintco, LLC policy statement regarding a Smoke-Free Workplace and have read and understand my obligations under this policy.
- **Safety Manual:** I acknowledge that I have obtained a copy of the Flintco, LLC Safety Manual and have read and understand my obligations regarding Job Site safety.
- **Certification of Nonsegregated Facilities:** I acknowledge that I have obtained a copy of the Flintco, LLC policy statement regarding a Nonsegregated Facility and have read and understand my obligations under this policy.

Trade Contractor acknowledges obtaining a copy of and agrees to comply with CM policies and procedures related to Trade Contractor performance on the jobsite.

Platinum Mechanical, LLC.

Trade Contractor Name

  
Signature of Trade Contractor Representative

5.15.2019  
Date

Return this signed form with your executed Trade.

## **DRAWINGS, SPECIFICATIONS & ADDENDA**

**Specifications:** Tulsa County Administration Building  
20180005  
Project Manual  
Volume 1 & 2  
03/25/2019

**Addenda:** Addendum #1A Dated 04/08/2019  
Addendum #2A Dated 04/29/2019  
  
CM Clarification #1 Dated 04/08/2019  
CM Clarification #2 Dated 04/29/2019

**Drawings:** As listed in Sheet Index on Sheet CS1 Cover Sheet  
Tulsa County Administration Building  
GH2 Architects  
Project #20180005  
03/25/2019 Conformed Set

## **SCHEDULE OF WORK**

THE CONSTRUCTION SCHEDULE WILL BE MAINTAINED AT THE PROJECT SITE AND WILL BE UPDATED AS WORK PROGRESSES. TRADE CONTRACTOR WILL GIVE INPUT REGARDING THE SCHEDULE AT REGULARLY SCHEDULED PROGRESS MEETINGS. TRADE CONTRACTOR SHALL FOLLOW THE MOST CURRENT VERSION OF THE SCHEDULE MAINTAINED BY CM AND PERFORM THE SUBCONTRACT WORK ACCORDING TO THAT SCHEDULE.

## CERTIFICATION OF NON-SEGREGATED FACILITIES

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors or specific time period) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

### Notice to Prospective Subcontractors of Requirements for Certifications of Nonsegregated Facilities.

Notification of Nonsegregated Facilities, as required by the May 9, 1967, order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, May 19, 1967), must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001.

Firm Company Name	PLATINUM MECHANICAL, LLC
Signature of Authorized Representative	Tony L. Breen
Name of Authorized Representative (Print or Type)	Tony L. Breen
Title of Authorized Representative	PRESIDENT / OWNER

Return this signed form with your executed subcontract.



## Tulsa County Purchasing Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. This document may not be altered or modified.

**CONTRACTOR (Name and Address):**

Platinum Mechanical, LLC  
8199 E. 46th Street  
Tulsa, OK 74145

**SURETY (Name and Principal Place of Business):**

Berkley Insurance Company  
475 Steamboat Road  
Greenwich, CT 06830

**OWNER: Tulsa County Board of County Commissioners**

Tulsa County Administration Building  
500 South Denver Avenue  
Tulsa, Oklahoma 74103

**CONSTRUCTION CONTRACT**

Date: May 13, 2019

Amount: \$ Three Million Nine Hundred Forty Three Thousand Eight Hundred Dollars & 00/100--\$3,943,800.00

Description (Name and Location):

Tulsa County Administration Building Renovations-HEADQ Trade Contract No. HQ-230000

**BOND:**

Date (Not earlier than Construction Contract Date): May 17, 2019

Amount: \$ Three Million Nine Hundred Forty Three Thousand Eight Hundred Dollars & 00/100--\$3,943,800.00

**CONTRACTOR (Representative):**

Platinum Mechanical, LLC

Signature: *Tony L. Peterson*

Name and Title: *Tony L. Peterson; President/Owner*

**SURETY (Representative):**

Berkley Insurance Company

Signature: *Cathy Combs*

Name and Title: *Cathy Combs, Attorney-in-Fact*

(FOR INFORMATION ONLY-Name, Address and Telephone)

**AGENT or BROKER:**

Rich & Cartmill, Inc.  
2738 E. 51st St, Suite 400  
Tulsa, OK 74105  
918-743-8811

**OWNER'S REPRESENTATIVE (Architect, Engineer or other party):**

GH2 Architects  
320 S Boston Ave, Suite 100  
Tulsa, OK 74103

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the Contractor:

4.2.1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

4.2.2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

4.2.3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address listed on Page 1) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

10 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

13 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 14 DEFINITIONS

**14.1. Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**14.2. Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

**14.3. Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract.

Tulsa County "HQ" Administration Building Renovations

Bond No. 0221740



**Tulsa County Purchasing**  
**Performance Bond**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. This document may not be altered or modified.

**CONTRACTOR (Name and Address):**  
Platinum Mechanical, LLC  
8199 E. 46th Street  
Tulsa, OK 74145

**SURETY (Name and Principal Place of Business):**  
Berkley Insurance Company  
475 Steamboat Road  
Greenwich, CT 06830

**OWNER:** Tulsa County Board of County Commissioners  
Tulsa County Administration Building  
500 South Denver Avenue  
Tulsa, Oklahoma 74103

**CONSTRUCTION CONTRACT**

Date: May 13, 2019

Amount: \$ Three Million Nine Hundred Forty Three Thousand Eight Hundred Dollars & 00/100--\$3,943,800.00

Description (Name and Location): Tulsa County Administration Building Renovations-HEADQ Trade Contract No. HQ-230000

**BOND:**

Date (Not earlier than Construction Contract Date): May 17, 2019

Amount: \$ Three Million Nine Hundred Forty Three Thousand Eight Hundred Dollars & 00/100--\$3,943,800.00

**CONTRACTOR (Representative):**  
Platinum Mechanical, LLC

Signature: [Signature]

Name and Title: Tom L. Beeson; President/Owner

**SURETY (Representative):**  
Berkley Insurance Company

Signature: [Signature]

Name and Title: Cathy Combs, Attorney-in-Fact

(FOR INFORMATION ONLY-Name, Address and Telephone)

**AGENT or BROKER:**  
Rich & Cartmill, Inc.  
2738 E. 51st St, Suite 400  
Tulsa, OK 74105  
918-743-8811

**OWNER'S REPRESENTATIVE (Architect, Engineer or other party):**  
GH2 Architects  
320 S Boston Ave, Suite 100  
Tulsa, OK 74103



1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. The Surety's obligation under this Bond shall arise after:

**3.1** The Owner has notified the Contractor and the Surety at its address on Page 1 that the Owner is considering declaring a Contractor Default as described in Paragraph 10 and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than ten (10) days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor's Default; and

**3.2** The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than seven (7) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

**3.3** The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions.

**4.1** Arrange for a Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

**4.2** Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

**4.3** Obtain proposals or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

**4.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with

reasonable promptness under the circumstances:

**4.1.1.** After investigation, determine the amount for which it may be liable to the Owner, and as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

**4.1.2.** Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fourteen (14) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

**6.1** The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

**6.2** Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

**6.3** Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or related subcontracts, purchase orders and other obligations.

8. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

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

## 10. DEFINITIONS

**10.1 Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in Settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**10.2 Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

**10.3 Contractor Default:** Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

**10.4 Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract.

**Tulsa County Purchasing**  
**Statutory Defect Bond**  
61 O.S. 1991, Section 113 (B)(3)**KNOW ALL MEN BY THESE PRESENTS,**

That Platinum Mechanical, LLC, as Principal and Berkley Insurance Company  
a corporation organized under the laws of the State of Delaware and authorized to transact business  
in the State of Oklahoma, as Surety, are held and firmly bound unto the Board of County Commissioners of Tulsa County, Oklahoma,  
in the penal sum of  
Three Million Nine Hundred Forty Three Thousand Eight Hundred Dollars & 00/100 Dollars (\$ 3,943,800.00 )  
in lawful money of the United States of America, said sum being equal to One Hundred percent (100%) of the Contract price, for the  
payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees,  
successors, and assigns, jointly and severally, firmly by these presents:

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with the Board of County Commissioners of Tulsa County,  
dated May 13, 2019, for Tulsa County Administration Building Renovations-HEADQ Trade Contract No. HQ-230000  
all in compliance with the plans and specifications therefore, made  
a part of said contract and on file in the Tulsa County Clerk's Office, 500 South Denver Avenue, Tulsa, Oklahoma 74103.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the Board of County Commissioners of Tulsa County  
all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work,  
occurring within a period of one (1) year from and after the acceptance of said project by the Board of County Commissioners of  
Tulsa County; then this obligation shall be null and void, otherwise to be and remain in full force and effect.

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

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to  
be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its  
corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year set forth below.

DATED this 17th day of May, 20 19 **PRINCIPAL:** Platinum Mechanical, LLC

By: Tony L. Pearson  
(Authorized Representative Printed Name)

Tony L. Pearson  
(Authorized Representative Signature)

President/Owner  
(Authorized Representative Printed Title)

ATTEST:

[Signature]



**SURETY:** Berkley Insurance Company

Cathy Combs  
(Attorney-in-Fact Signature)

By: Cathy Combs  
(Attorney-in-Fact Printed Name)

475 Steamboat Road

(Surety Address)

Greenwich, CT 06830

(City, State, Zip)

405-712-3175

(Telephone)

wjustice@berkleysurety.com

(Email)

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Vaughn Paul Graham, Jr.; Stephen Michael Poleman; Robbie L. Loyd; Jamie M. Burris; Cathy Combs; or John Kelly Deer of Rich & Cartmill, Inc. of Tulsa, OK* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9<sup>th</sup> day of February, 2016.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman  
Senior Vice President & Secretary

By

Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 9<sup>th</sup> day of February, 2016, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
APRIL 30, 2019

Maria C. Rundbaken  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 17<sup>th</sup> day of May, 2019

(Seal)

Vincent P. Forte  
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.



Board of County Commissioners

Tulsa County Administration Bldg.  
500 South Denver  
Tulsa, Oklahoma 74103-3832  
918.596.5000

STAN SALLEE  
DISTRICT 1  
918.596.5020

KAREN KEITH  
DISTRICT 2  
918.596.5015

RON PETERS  
DISTRICT 3  
918.596.5010

Exhibit H  
Page 1 of 2

January 2, 2019

Dear Vendor:

The Oklahoma Sales Tax Code, 68 O.S. 1991 Section 1356, exempts from the payment of sales taxes all political subdivision of the State of Oklahoma.

Because each County in this State is a political subdivision of the State (Article 17, Section 1 of the Constitution of Oklahoma: Herndon v. Anderson, 1656 Okla. 104, 25P2d 326), Tulsa County is exempt from all sales tax.

Sincerely,

Karen Keith, Chairman  
Tulsa County Board of County Commissioners

KK:sl

Approved:

Douglas Wilson  
Chief of the Civil Division

Note: Tulsa County's Federal Identification Tax Number 73-6006419



# Oklahoma Tax Commission

[www.tax.ok.gov](http://www.tax.ok.gov)

Date Issued: March 21, 2014

Letter ID: L0891154944

Taxpayer ID: \*\*-\*\*\*6419



TULSA COUNTY  
500 S DENVER AVE STE 120  
TULSA OK 74103-3832

AMY

## Oklahoma Sales Tax Exemption Permit Oklahoma State Government

**Non-Transferable**

68 Oklahoma Statutes 2002 Supp., Section 1356(1): Sales of tangible personal property or services to the United States Government or to the State of Oklahoma, any political subdivision of this state or any agency of a political subdivision of this state are hereby exempted from the tax levied by this article.

**Permit Number**

EXM-10028212-06

Business Location	Industry Code	City Code	Permit Effective	Permit Expires
TULSA COUNTY BOARD OF COUNTY COMMISSIONERS 5051 S 129TH EAST AVE TULSA OK 74134-7004	921190	7281	February 10, 2006	NON-EXPIRING

Thomas Kemp Jr., Chairman  
Jerry Johnson, Vice-Chairman  
Dawn Cash, Secretary-Member

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TULSA COUNTY

PURCHASING  
DEPARTMENT

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MEMO

DATE: May 22, 2019

FROM: Matney M. Ellis  
Purchasing Director 

TO: Board of County Commissioners

SUBJECT: Agreement – S.M. Clark Services, Inc

Bids for the Tulsa County “HQ” Administration Building Renovations were opened on May 6, 2019 and the recommendation to award Bid Package 01A (Final Clean) to S.M. Clark Services, Inc was approved by the Board of County Commissioners on May 13, 2019, CMF# 247793.

The Tulsa County Purchasing Department respectfully requests the Board of County Commissioners approve and execute the attached Trade Contractor Agreement between the Board of County Commissioners and S.M. Clark Services, Inc for the scope of work as defined in the agreement and referenced bid documents.

Respectfully submitted for your approval and execution.

MME / mlb

ORIGINAL: Michael Willis, County Clerk, for the May 28, 2019 agenda.



## TRADE CONTRACTOR AGREEMENT

### 1. Effective Date, Parties and Notice

This Agreement is entered into this 13 day of May in the year 2019 by and between  
Tulsa County Board of County Commissioners, referred to in this Agreement as the Owner, and the

TRADE CONTRACTOR      S. M. Clark Services, Inc  
2642 E 21<sup>st</sup> St, Suite 130  
Tulsa, Ok 74114  
  
Tax ID/EIN/SSN: 20-8611389  
  
ATTENTION: Steven Clark

referred to in this Agreement as the Trade Contractor for services in connection with this

PROJECT NAME              Tulsa County Administration Building Renovations  
  
PROJECT NUMBER          HEADQ  
  
LOCATION                      218 W 6<sup>th</sup> St  
Tulsa, OK 74119

whose

CONSTRUCTION            FLINTCO, LLC  
MANAGER is                1624 W 21<sup>st</sup> St  
Tulsa, OK 74107

and whose

ARCHITECT is                GH2 Architects  
320 S Boston Ave  
Suite 100  
Tulsa, Ok 74103

**NOTICE TO THE PARTIES SHALL BE GIVEN AT THESE ADDRESSES**



## **2. Safety**

**2.1** The Trade Contractor agrees that the prevention of accidents to workmen and property engaged upon or in the vicinity of the Trade Work is its responsibility. The Trade Contractor agrees to comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety as shall be applicable to the Trade Work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with the safety standards established during the progress of the Trade Work by the Construction Manager (referred to herein as "CM").

**2.2** When so ordered, the Trade Contractor shall stop any part of the Trade Work which the CM deems unsafe until corrective measures satisfactory to the CM have been taken. The Trade Contractor agrees that it shall not have nor make any claim for damages arising from such stoppages. Should the Trade Contractor fail to take appropriate corrective measures in a timely manner, the CM may do so at the cost and expense of the Trade Contractor and may deduct the cost and expense thereof from any payments due or to become due to the Trade Contractor. Failure on the part of the CM to stop unsafe practices shall in no way relieve the Trade Contractor of its responsibility therefor.

**2.3** The Trade Contractor will follow the provisions of all applicable statutes and ordinances which require persons or firms doing excavation to do so only after giving notice to utility companies and obtaining information on the location of utilities (such as "one-call" systems).

## **3. Trade Contractor Representations**

**3.1** The Trade Contractor acknowledges receipt of all policies listed in Exhibit C. Subject to applicable law the Trade Contractor further agrees to be bound by these policies as part of this Agreement. The Trade Contractor represents and agrees that it has carefully examined and understands this Agreement and the other Trade Contract Documents, has investigated the nature, locality and site of the Trade Work and the conditions and difficulties under which it is to be performed, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the CM, the Owner or any of their respective officers, agents or employees.

**3.2** The commencement of the Trade Work by the Trade Contractor on the site of the Project shall constitute the legal and binding acceptance by the Trade Contractor of this Agreement. For purposes of this paragraph the mobilization of equipment, delivery of materials or the performance of actual labor on the Project site, whichever occurs first, shall constitute a "commencement" of Trade Work by the Trade Contractor. The Owner reserves the right, however, to insist on a signed Agreement prior to the making of any payment to the Trade Contractor.

## **4. Bonds**

The Trade Contractor shall furnish a Performance Bond and a Separate Payment Bond satisfactory to the CM, in its sole determination, in the full amount of the Agreement Amount. Bonds shall be furnished by a surety acceptable to the CM, in the full amount of the Agreement Amount, and on the forms attached as Exhibit G. Trade Contractor must also furnish any applicable statutory bonds if required by the state in which the Project is located.

## **5. Trade Contractor Duties**

**5.1 Trade Work.** The Owner retains the Trade Contractor as an independent contractor, to provide all labor, materials, equipment and services necessary or incidental to complete that portion of the work on the Project as set forth in Exhibit A to this Agreement, consistent with the Project Schedule and in strict accordance with and reasonably inferable from the Trade Contract Documents. The Trade Contractor agrees to perform such part of the work (hereafter called "Trade Work") for the Project under the general direction of the CM and subject to the final approval of the CM, Architect/Engineer or other specified representative of the Owner.

**5.2 Trade Contract Documents.** The Trade Contract Documents include this Agreement, Agreement between the Owner and the CM ("CM Agreement"), including all addenda, modifications, revisions, plans, drawings, specifications, details, together with all general, technical, supplementary and special terms and conditions, any invitations for bids or information for bidders, if any, to the extent applicable, and all other documents listed in or referred to by the CM Agreement. The Owner and the Trade Contractor are mutually bound by the terms of this Agreement. To the extent the terms of the CM Agreement apply to the work of the Trade Contractor, then the CM on behalf of the Owner assumes toward the Trade Contractor all the obligations, rights, duties and redress that the Owner under the CM Agreement assumes toward the CM. In the identical way, the Trade Contractor assumes toward the CM all the same obligations, rights, duties and redress that the CM assumes toward the Owner and Architect/Engineer under the CM Agreement. This Agreement and the rest of the Trade Contract Documents are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement

irreconcilably conflicts with a provision of the Trade Contract Documents, the provision granting greater rights or remedies to the Owner or imposing the greater duty, standard or responsibility or obligation on the Trade Contractor shall govern.

**5.3 Design Delegation.** If the Trade Contract Documents (1) specifically require the Trade Contractor to provide design services and (2) specify all design and performance criteria, the Trade Contractor shall provide the design services necessary to satisfactorily complete the Trade Work. Design services provided by the Trade Contractor shall be procured from licensed, design professionals (the "Designer") retained by the Trade Contractor as permitted by the law of the place where the Project is located. The Designer's signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by the Designer. Shop Drawings and other submittals related to the Trade Work designed or certified by the Designer, if prepared by others, shall bear the Trade Contractor's and the Designer's written approvals when submitted to the CM. The Owner and the CM shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by the Designer.

**5.3.1** If the Designer is an independent professional, the design services shall be procured pursuant to a separate agreement between the Trade Contractor and the Designer. The Trade Contractor-Designer agreement shall not provide for any limitation of liability or exclusion from participation in the multiparty proceedings requirement of Paragraph 21.6. If applicable, the Designer(s) is (are)

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The Trade Contractor shall notify the CM in writing if it intends to change the Designer. The Trade Contractor warrants the design furnished by the Designer will be in conformance with the information given and the design concept expressed in the Trade Contract Documents. The Trade Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Trade Contract Documents furnished by the Owner, Architect/Engineer or CM

**5.3.2** The Trade Contractor shall not be required to provide design services in violation of any applicable law.

**5.4 Clean Up.** The Trade Contractor is responsible for its own "clean-up" and keeping the Trade Work areas "broom clean". If the CM determines the Trade Work area to be unsatisfactorily cleaned, the CM will so advise the Trade Contractor. If the Trade Contractor fails to commence cleaning procedures within twenty four (24) hours and continue to clean said area to the CM's satisfaction, the CM may without further notice execute and complete such clean up activities as the CM deems necessary and charge the cost to the Trade Contractor or deduct such cost from payments due to the Trade Contractor. The Trade Contractor is responsible to clean the mud and gravel off its vehicles (including vehicles operated by its lower tier contractors and suppliers) prior to leaving the site. Any mud or gravel that is tracked onto the surrounding roads shall be removed immediately. The CM has the right to clean up surrounding roads immediately upon the Trade Contractor's failure to do so, the cost of which shall be deducted from the Trade Contractor's next payment.

**5.5 Protection of Trade Work.** The Trade Contractor is responsible for protection of its material, equipment and installation until the final acceptance by the Owner and the Architect.

**5.6 Protection of the Project.** The Trade Contractor shall confine operations at the Project site to areas permitted by the CM and shall not unreasonably encumber the Project site with materials or equipment. The Trade Contractor is responsible for any damage caused to adjacent property or access roads by the Trade Contractor, its lower tier contractors or suppliers during the course of the Trade Work.

**5.7 Supervision.** All of the Trade Work is the sole and absolute responsibility of the Trade Contractor; shall be initiated, managed, performed and completed by qualified, competent, skilled and reputable supervisors, administrators, mechanics and laborers, all of which are satisfactory to the CM; shall be in full compliance with the Trade Contract Documents including this Agreement; and shall meet the approval and acceptance of the CM and the Owner or its authorized representative.

## **6. Schedule**

Time is of the essence. The Trade Contractor shall commence the Trade Work under this Agreement when notified by the CM and shall complete the Trade Work in a diligent manner in accordance with the Trade Contract Documents and the Schedule of Work as set forth in Exhibit E so that progress or completion of the Project will not be delayed and in such a manner that the CM, any other Trade Contractors, and any separate contractors of the Owner shall not be delayed or impeded in their work. The Trade Contractor shall participate and cooperate in the development of schedules and other efforts to achieve timely completion of the Trade Work by providing information on the timing and sequence of operations so as to meet the CM's overall schedule requirements. The Trade Contractor shall continuously monitor the Project Schedule including any revisions thereto, and other work on the Project so as to execute the Trade Work in accordance with the requirements of the Project Schedule.

The Trade Contractor agrees to be responsible for, carry out, and perform all time guarantees upon work or materials referred to in the Trade Contract Documents relating to any labor performed or material furnished under this Agreement.

## **7. Payment**

**7.1** In consideration of faithful and timely performance by the Trade Contractor of all the covenants and the conditions aforesaid, the Owner agrees to pay the Trade Contractor, subject to other provisions hereof, including authorized additions and deletions, the sum of

**Thirty-Three Thousand, Six Hundred and Twenty-Five Dollars and 00/100 DOLLARS (\$33,625.00)**

(the "Agreement Amount") [which amount is Tax Exempt in accordance with attached Exhibit H]. Payment shall only be due for the portion of the Trade Work actually completed to the satisfaction of the CM, the Architect and the Owner. Trade Contractor shall submit a progress payment application to the Owner, with a copy to the CM and the Architect, for Trade Contractor Work properly performed during that month. Within thirty (30) days after Trade Contractor's complete, proper and timely payment application has been received by the Owner, the Owner shall make payment to Trade Contractor, less any applicable retainage or other set off. The Owner may withhold payment of part or all of Trade Contractor's payment application upon notice to Trade Contractor as allowed by law. Progress payment applications must be submitted by the Trade Contractor each month in an amount equal to ninety percent (90%) of the estimated value of the labor, materials and equipment incorporated in the construction and materials and equipment suitably stored at the Project site, less the aggregate of previous payments. The Trade Contractor's Affidavit and Waiver of Lien for prior payments must be properly executed by an authorized representative of the Trade Contractor and returned to the Owner and the CM prior to issuance of subsequent payments.

**7.2** Progress payment applications are to be submitted on AIA G702 with Schedule of Values AIA G703. With each progress payment application, the Trade Contractor shall furnish a tabulated breakdown of the portion of the Trade Work included in the payment request, listing items of the work in sufficient detail as determined by the Owner and the CM to easily facilitate payment requests to be checked by the CM as the work progresses.

**7.3** Each payment request or invoice must be received by the Owner by the last day of the month to be processed with other progress payment applications for that month. Invoices and payment requests received that are inaccurate or without substantiation, or after said day of the month will be held until corrected and substantiated, and then processed with the following month's payment application.

**7.4** The Trade Contractor shall submit its request for partial payment conforming to the standard CM billing form, with schedule of values attached thereto, representing a true and accurate estimate of the Trade Work completed, and materials stored during the immediately preceding month or such other immediately preceding period as directed by the CM. In addition, if allowed by the Trade Contract Documents, all invoices and insurance certificates shall be included for all stored materials in an off-site storage area applicable to the payment request.

**7.5** The Trade Contractor shall, additionally with each payment request, submit copies of payrolls to document the value of work in place and a Partial Release of Lien from all lower tier contractors and major material suppliers for which payment has previously been made to the Trade Contractor.

**7.6** If the Owner or the CM on behalf of the Owner, in their sole discretion, deem it necessary, the Trade Contractor agrees to receive each of its progress payments and final payment in the form of multiple checks issued jointly between the Trade Contractor's lower tier contractors and major material suppliers and the Trade Contractor. Lower tier contractors that are to receive part or all of their progress payments as joint checks shall additionally submit with their Payment Requests all invoices from each lower tier contractor and major supplier and the net payments to be issued to each.

**7.7** No partial payment, or certificate therefore, shall constitute acceptance or approval by the Owner, the CM or the Architect of the Trade Work or material for which the partial payment is made. No partial payment shall constitute a waiver by the Owner of any right to require fulfillment of all the terms of this Agreement. Neither the final payment nor any partial payment, nor any certificate for either, shall constitute acceptance by the Owner of defective work or improper materials or of any element of the Trade Contractor's performance determined to be at variance with this Agreement.

**7.8** The Owner shall have the right to set off any amounts the Trade Contractor owes to the Owner under this Agreement or by law against the remaining balance under this Agreement, or against any amounts due the Trade Contractor under any other agreements with the Owner.

**7.9 Final Payment.** Final payment by the Owner to the Trade Contractor shall not become due and payable to the Trade Contractor until the following express conditions precedent have been met: (1) The completion of the Trade Work required by this Agreement and acceptance of the Trade Work by the CM, the Owner and the Architect; (2) execution and delivery by the Trade Contractor, in a form satisfactory to the CM, of a general release running to and in favor of the CM and the Owner; and (3) complete and full satisfaction of all claims, demands, disputes and obligations of the Trade Contractor arising out of or related to this Agreement, including those between the Owner and the Trade Contractor and between the Trade Contractor and any third party. Should there be any such claim, lien or unsatisfied obligation, whether before or after final payment is made, the Trade Contractor shall deliver payment to the Owner an amount equal to whatever cost the Owner must pay to discharge or defend against any such claim, obligation, lien or action brought, or any judgment thereon and all costs, including legal fees and expenses and a 15% Administrative Fee, incurred in connection therewith.

## **8. Hazardous Materials**

The Trade Contractor shall at all times comply with all rules and regulations of any municipality, state or federal environmental protection, and toxic waste and hazardous substances laws, ordinances and regulations, and how they relate to the Trade Work, and shall be equally responsible for actions and inactions of Trade Contractors, lower tier contractors, and any other agents or independent contractors of the Trade Contractor. The Trade Contractor shall be deemed to, and shall, have included in the Agreement Amount the containment, removal, disposal or neutralization of all toxic wastes and hazardous substances created, generated or transported to or from the Project site in conjunction with the Trade Work. The Trade Contractor will be responsible for identifying toxic wastes and hazardous substances generated, released, caused by or resulting from the Trade Work and notifying the CM of its presence in writing as soon as it is identified. The terms "toxic wastes" and "hazardous substances" shall have the same meaning as defined under federal environmental laws and regulations. At all times the Trade Contractor shall defend, indemnify and hold harmless the Owner and the CM from any and all expenses, costs, damages, suits, fines, assessments, penalties and/or causes of action, including attorney's fees through all investigations, negotiations, hearings or appeals, relating to or arising out of the Trade Contractor's failure to strictly comply with the terms of this paragraph.

## **9. Compliance with Laws**

**9.1** The Trade Contractor agrees to be bound by, and at its own costs comply with, all federal, state and local laws, ordinances and regulations (the "Laws") applicable to the Trade Work, including but not limited to safety, equal employment opportunity, minority business enterprise, women's business enterprise, disadvantaged business enterprise, sexual and racial harassment, and all other Laws with which the Owner or CM must comply.

**9.2** Where prescribed by Law pursuant to direct Federal contracts or Federally-financed or aided contracts, or otherwise required by Law, the Trade Contractor agrees the following clauses found in the Trade Contract Documents or in the Code of Federal Regulations (CFR) are incorporated in this Agreement and binding on Trade Contractor as if written herein word for word: the clauses entitled "Equal Opportunity Clause" (41 CFR Sections 60-1.4 & 60-4.3); "Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans of the Vietnam Era" (41 CFR Section 60-250.4); "Affirmative Action Obligations of Contractors and Subcontractors for Handicapped Workers" (41 CFR Section 60-741.1); "Contract Work Hours and Safety Standards Act-Overtime Compensation"; "Apprentices and Trainees"; "Payrolls and Basic Records"; "Compliance with Copeland Act Requirements"; "Withholding"; "Subcontracts"; "Contract Termination-Department"; "Disputes Concerning Labor Standards"; "Compliance with Davis-Bacon and Related Act Requirements"; and "Certification of Eligibility" and such other clauses as the Federal Government has required by law or contract. Trade Contractor agrees to include all such clauses in any non-exempt, lower-tier contracts.

**9.3 Immigration Compliance.** The Trade Contractor represents and warrants that the Trade Contractor is in compliance with, and shall remain in compliance with, the provisions of the Immigration Reform and Control Act of 1986 (The "Act") and all other Federal, State, and/or local immigration statutes/ordinances, as applicable, including, but not limited to the provisions of the Act prohibiting hiring and continued employment of unauthorized aliens, requiring verification and record keeping with respect to identity and eligibility for employment and prohibiting discrimination on the basis of national origin, United States citizenship, or Intending citizen status. The Trade Contractor agrees to indemnify the Owner and the CM and to hold the Owner and the CM harmless from all liability, including liability for interest and penalties, the Owner and/or the CM incurs with results from or is attributable to the Trade Contractor's failure to comply with any provisions of the Act, and or applicable Federal, State, and/or local immigration statute/ordinance, including reimbursing the Owner and the CM any monies expended by either of them in participating in or responding to any investigation/suit/civil or criminal immigration matter involving the Trade Contractor. As it relates to immigration compliance, the Trade Contractor shall be responsible for completing any and all required documentation in accordance with requirements put forth by the Owner, CM or applicable law.

**9.4** The Trade Contractor shall be liable to the CM and the Owner for all loss, cost and expense attributable to any acts of commission or omission by the Trade Contractor, its contractors at any tier, and its and their respective employees and agents resulting from the failure to comply with Laws, including, but not limited to, any fines, penalties

## **10. Insurance**

**10.1** The Trade Contractor agrees to procure, pay for and maintain in full force and effect during the course of the performance of the Agreement all insurance required by the laws of the state in which the Trade Work covered by this Agreement is being performed, and in such form and amounts as described in Exhibit B which is attached hereto and incorporated into this Agreement. The Trade Contractor shall not commence the Trade Work nor receive any payment hereunder until Certificate of such insurance is furnished to the CM.

**10.2** The CM shall have no duty to the Trade Contractor or to any of its insurers or their insurance agents to review any certificates or copies of insurance furnished to the CM or to determine whether the terms of each certificate or policy of insurance comply with the insurance-related provisions of the Agreement. A failure of the CM to detect that the Trade Contractor has not submitted certificates, or proper certificates, or is

otherwise not in compliance with the insurance-related provisions of the Agreement shall not be construed as a waiver or other impairment of any of the Owner's or CM's rights under such insurance-related provisions.

**10.3** If the Trade Contractor fails to procure and maintain such insurance, in addition to the option of declaring the Trade Contractor in default for breach of a material provision of this Agreement, the Owner or the CM shall have the right, but not the duty, to procure and maintain the same insurance, or other insurance that provides the Owner and the CM with equivalent protection, and the Trade Contractor shall furnish all necessary information to make effective and maintain such insurance. At the option of the Owner, the cost of said insurance purchased by the Owner or the CM shall be charged against and deducted from any monies then due or to become due to the Trade Contractor or the CM shall notify the Trade Contractor of the cost thereof and the Trade Contractor shall promptly pay such cost.

**10.4** The Trade Contractor shall identify by certificate any Residential, Mold, EIFS, Silica or other major exclusions that impact the Trade Contractor's ability to insure its risk. If the Project includes any Residential components or the proposed design includes EIFS systems, then the Trade Contractor shall obtain appropriate endorsements acceptable to the CM as a condition of this Agreement.

**10.5** The Trade Contractor shall at its own expense provide insurance coverage for materials stored off the site after written approval of the CM at the value established in the approval, and also for portions of the Trade Work in transit until such materials are permanently incorporated into the Project. The risk of loss for material and equipment provided by this Agreement, whether in a deliverable state or otherwise, shall remain with the Trade Contractor. Any damages to the material and equipment or loss of any kind occasioned in transit shall be borne by the Trade Contractor, notwithstanding the manner in which the goods are shipped or who pays the freight or other transportation costs.

## **11. Indemnity**

**11.1 General Indemnity.** To the fullest extent allowed by law, the Trade Contractor shall defend, indemnify and hold harmless the CM, the Owner's other Trade Contractors, the Architect/Engineer, the Owner and their agents, consultants, members and employees (the "Indemnitees") from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, costs and expenses for bodily injury and property damage that may arise from the performance of the Trade Work to the extent of the negligent acts or omissions by, or the fault of, the Trade Contractor, the Trade Contractor's lower tier contractors or anyone employed directly or indirectly by any of them or by anyone for whose acts or omissions any of them may be liable. The Trade Contractor agrees to purchase and maintain contractual liability insurance covering its obligations in this article. These obligations shall not be interpreted to reduce or negate any other rights or obligations of indemnity otherwise existing with regard as to any party or person described in this Article.

**11.2 Patents.** The Trade Contractor hereby agrees to defend, indemnify and hold harmless the CM and the Owner from and against any and all liability, loss or damage and to reimburse the CM and the Owner for any costs, including legal fees and expenses, which the CM and the Owner may incur because of claims or litigation on account of infringement or alleged infringement of any letters patent or patent rights by reason of the Trade Work, or materials, equipment or other items used by the Trade Contractor in its performance.

**11.3 No Limitations.** In furtherance to, but not in limitation of the indemnity provisions in this Agreement, the Trade Contractor hereby expressly and specifically agrees that its obligation to indemnify, defend and hold harmless as provided in this Agreement shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under worker's compensation laws.

## **12. Termination for Convenience**

**12.1** It is understood that the basic assumption underlying the mutual obligations and responsibilities entered into by the parties to this Agreement is the continued performance with respect to the CM Agreement that exists between the CM and the Owner. If, for any reason, the CM Agreement is breached, rescinded or terminated, the Owner shall have the right to immediately terminate this Agreement. In no event shall the CM or the Owner be obligated to the Trade Contractor for any anticipatory profits or any damages incurred by the Trade Contractor as a result of the termination of this Agreement, unless approved and paid by the Owner. The Trade Contractor agrees that it shall have no claim or cause of action against the CM arising from or relating to Owner's termination of this Agreement or Owner's determination of any amount it agrees to pay Trade Contractor upon termination of this Agreement.

**12.2** The Owner shall have the right at any time by written notice to the Trade Contractor, to terminate this Agreement without cause and require the Trade Contractor to cease work. In the event of such a termination for convenience, the Trade Contractor shall be entitled to payment pursuant to the terms of the Agreement for the portion of the Trade Work actually completed as of the date of termination, provided that such amount may be reduced by all amounts for which the Trade Contractor is liable or responsible. However, the Trade Contractor shall only be entitled to profit on that portion of the work actually completed and approved for payment to the date of termination together with retainages withheld from prior payments. The Trade Contractor waives any claim for loss of anticipated profits or other damages against the Owner or the CM in the event the Owner exercises this clause.

### **13. Failure of Performance**

**13.1. Non-Conforming Trade Work.** The Trade Contractor shall provide sufficient, safe and proper facilities at all times for inspection by the Architect, the Owner or the CM of the Trade Work in the field, at shops or at any other place where materials required hereunder are in course of preparation, manufacture, treatment or storage. The Trade Contractor shall, within twenty four (24) hours after receiving written notice from the CM to that effect, proceed to remove from the site any materials condemned by the Architect, the Owner, or the CM, whether worked or unworked, and to take down all portions of the Trade Work which the Architect, the Owner or the CM has condemned in writing, as unsound or improper, or as in any way failing to conform to the drawings, specifications and addenda and shall take full financial responsibility for all damage caused by such removal. In the event that all or any portion of the Trade Work as condemned should be of such a nature, or the time available should be so limited, that in the judgment of the Architect, the Owner or the CM it would not be expedient to order the same replaced or corrected, the Owner, at its option, may deduct from the payments due or to become due to the Trade Contractor such amount or amounts as in the opinion of the Architect, the CM or the Owner shall represent the difference between the fair and reasonable value of the Trade Work so condemned and its value had it been executed in conformity with the Trade Contract Documents.

**13.2 Notice to Cure** If the Trade Contractor is unable, refuses or fails to supply enough properly-skilled workers, proper materials, correct non-conforming Trade Work, or maintain the Schedule of Work, or fails to make prompt payment to its workers, Trade Contractors or suppliers, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a material breach of a provision of this Agreement, the Trade Contractor shall be deemed in default of this Agreement. If the Trade Contractor fails within three (3) business days after written notification to commence and continue satisfactory correction of the default with diligence and promptness, then the Owner without prejudice to any other rights or remedies, shall have the right to any or all of the following remedies:

**13.2.1** to supply workers, materials, equipment and facilities as the Owner deems necessary for the completion of the Trade Work or any part which the Trade Contractor has failed to complete or perform after written notification, and charge the cost, including reasonable overhead, profit, attorneys' fees, costs and expenses to the Trade Contractor;

**13.2.2** to contract with one or more additional contractors to perform such part of the Trade Work as the CM determines will provide the most expeditious completion of the Trade Work, and charge the cost to the Trade Contractor;

**13.2.3** withhold any payments due or to become due the Trade Contractor pending corrective action in amounts sufficient to cover losses and compel performance to the extent required by and to the satisfaction of the Owner and the CM.

**13.2.4** terminate the Trade Contractor for default by delivering written notice of such termination to the Trade Contractor.

**13.2.5** to charge to the Trade Contractor an Administrative Fee of 15% of all costs incurred by the Owner or the CM in exercising any of the above remedies.

In the event of an emergency affecting the safety of persons or property, the CM on behalf of the Owner may proceed as above without notice, but the Owner shall give the Trade Contractor notice promptly after the fact as a precondition of cost recovery.

**13.3 Termination for Default.** If the Trade Contractor has been terminated for default, the Owner may take possession of the plant and Trade Work, materials, tools, appliances and equipment of the Trade Contractor at the Project site, and through itself or others provide labor, equipment and materials to prosecute Trade Work on such terms and conditions as shall be deemed by the Owner as necessary, and shall deduct the cost, including without restriction all claims, charges, expenses, losses, costs, damages, and attorneys' fees, incurred as a result of the Trade Contractor's failure to perform, from any money then due or thereafter to become due to the Trade Contractor under this Agreement.

**13.3.1** If the Owner so terminates the employment of the Trade Contractor, the Trade Contractor shall not be entitled to any further payments under this Agreement and no sum shall be deemed due or to become due to the Trade Contractor until Trade Work has been completed and accepted by the Owner, all Agreement requirements have been fulfilled, and payment has been received by the CM from the Owner. In the event the unpaid Agreement Amount earned by Trade Contractor exceeds the cost of completion and any and all incidental costs, including administrative, legal and other professional fees, the difference shall be paid to the Trade Contractor, but if such expenses exceed the unpaid earned Agreement Amount, the Trade Contractor agrees to pay the difference to the Owner within thirty (30) days following receipt of written notice.

**13.3.2** If it is determined or agreed that the Owner wrongfully exercised any option under this Article, the Owner shall be liable to the Trade Contractor solely for the reasonable value of Trade Work performed by the Trade Contractor prior to such action, including reasonable overhead and profit on the Trade Work performed, less prior payments made. Under no circumstances shall the Trade Contractor be entitled to recovery of claimed lost future profits.

## **14. Delays**

**14.1** Should the progress of the Trade Work be delayed, obstructed or interfered with through any fault, action or failure to act by the Trade Contractor or any of its officers, agents, employees, Trade Contractors or suppliers so as to cause any additional cost, expense, liability or damage to the CM or the Owner, including legal fees or expenses incurred in defending claims arising from such delay or seeking reimbursement and indemnity from the Trade Contractor and its surety hereunder, the Trade Contractor and its surety agree to compensate and indemnify the CM and the Owner against all such costs, expenses, damages and liabilities.

**14.2** In addition, the Trade Contractor, at the CM's direction and at the Trade Contractor's own cost and expense, shall work such overtime as may be necessary to make up for all time lost in the completion of the Trade Work and in the completion of the Project due to such delay. If the Trade Contractor fails to make up for the time lost by reason of such delay, the CM has the right to use other Trade Contractors or suppliers and to take whatever other action the CM deems necessary to avoid delay in the completion of the Trade Work and the Project, the cost of which shall be borne by the Trade Contractor. In the event Trade Contractor delays timely performance of the Trade Work or to the completion of the Project, either by its acts or omissions, and such delays result in the CM being charged by the Owner with actual or liquidated damages, then the Trade Contractor shall reimburse the CM the full amount of all such damages and charges resulting from the delays caused by the Trade Contractor. The CM may offset any such damages against the remaining balance due to the Trade Contractor on the Agreement Amount, if any.

**14.3** If the commencement and/or progress of the Trade Work is delayed without the fault or responsibility of the Trade Contractor, the time for the Trade Work shall be extended by Change Order to the extent obtained by the CM from the Owner pursuant to the CM Agreement, and the Schedule of Work shall be revised accordingly.

## **15. Changes**

**15.1 Trade Work Changes.** The Owner and the Trade Contractor agree the Owner may make changes to the Trade Work, including but not limited to; additions, deletions or revisions. Any changes made to the Trade Work involved, or any other parts of this Agreement, shall be by a written Change Order. To the extent that any such change impacts Trade Contractor's cost of or time for performance, the Agreement Amount and Agreement Schedule shall be equitably adjusted to compensate for such impact. Changes shall be initiated by one of the three methods outlined below, or as provided in the CM Agreement and shall be incorporated into the Agreement by a Change Order.

**15.1.1. Request for Change Proposal.** A Request for Change Proposal ("RFCP") is a written request that informs Trade Contractor about a potential change in the Trade Work and requests a proposal for the potential change. Trade Contractor shall promptly reply with such request. Trade Contractor shall not implement the change or incur any costs until a Change Order is fully executed.

**15.1.2. Construction Change Directive.** A Construction Change Directive ("CCD") is a written directive that instructs Trade Contractor to take some immediate action in connection with the Trade Work. CCDs are issued when there is not time to issue a RFCP or Change Order. Trade Contractor shall immediately proceed so as not to delay the progress of the Work and in accordance with the terms of the CCD. Any impact of a CCD on the Contract Price or Schedule shall be adjusted by a Change Order.

**15.1.3. Change Order Requests.** Within seven (7) calendar days after the occurrence of any event or observance of any condition that Trade Contractor believes entitles Trade Contractor to an adjustment in Agreement Amount and/or Agreement Schedule, Trade Contractor shall prepare and submit a Change Order Request ("COR") to CM. The COR shall include a detailed factual narrative, a detailed analysis showing entitlement and a detailed analysis of the proposed change to the Agreement Amount and/or Agreement Schedule.

**15.2 Change Orders.** A Change Order ("CO") is a written instrument prepared by the CM or Owner and signed by the Trade Contractor stating their agreement with the change in the Trade Work and any adjustment to the Agreement Amount and/or Agreement Work Schedule. All changes and/or additions in the Trade Work ordered in writing by the Owner or CM shall be deemed a part of the Trade Work and shall be performed and furnished in strict accordance with all terms and conditions of this Agreement and the Trade Contract Documents, including the current Schedule of Work.

Change Orders will be used to implement approved Requests for Change Proposals, Construction Change Directives and Change Order Requests. Upon receipt of a properly documented COR or CCD, the parties shall negotiate in good faith to determine if the Trade Contractor is entitled to a Change Order and, if so, the appropriate equitable adjustment. Any adjustment to the Agreement Amount shall be established by one of the following methods:

- a. mutual acceptance of an itemized lump sum; or
- b. unit prices as indicated in the Trade Contract Documents or as subsequently agreed to by the parties; or
- c. costs determined in a manner acceptable to the parties and a mutually acceptable fixed or percentage fee; or
- d. another method provided in the Trade Contract Documents.

If the Parties are unable to agree on the dispositions of a COR or CCD, CM or Owner will either (i) issue a Notice denying Trade Contractor's request or (ii) issue a unilateral Change Order setting forth the final determination regarding the adjustments. Any cost and schedule adjustments shall be a full accord and satisfaction for all cumulative impacts of the underlying change.

**15.3** The Trade Contractor shall not be entitled to receive additional compensation for extra work or materials or changes of any kind except to the extent the same was ordered by the CM. The Trade Contractor shall be responsible for any costs incurred by the Owner or the CM for changes of any kind made by the Trade Contractor that increase the cost of the Work for either the Owner, the CM or other Trade Contractors when the Trade Contractor proceeds with such changes without a Change Order or Construction Change Directive.

**15.4 Determination by Owner, CM or Architect/Engineer.** Notwithstanding any other provision, if the Trade Work for which the Trade Contractor claims additional compensation is determined by the Owner, the CM or Architect/Engineer not to entitle the Trade Contractor to a Change Order, additional compensation or a time extension, the Owner and the CM shall not be liable to the Trade Contractor for any additional compensation or time extension for such Trade Work, unless the Owner agrees in writing to pay such additional compensation or to grant such extension.

## **16. Claims**

**16.1** A Claim is a written demand by Trade Contractor seeking an adjustment in the Agreement Amount and/or Agreement Schedule or some other relief under the terms of the Agreement for events other than a RFCP that has been denied in writing. Trade Contractor shall provide Notice to the Owner and the CM of any potential Claim within seven (7) calendar days after the event giving rise to the Claim. Within fifteen (15) calendar days thereafter, Trade Contractor shall submit a detailed factual narrative, a detailed analysis showing entitlement and a detailed analysis of the alleged change to the Agreement Amount and/or Agreement Schedule. Claims not timely made, in writing, by the Trade Contractor shall be deemed to have been abandoned and waived. The acceptance and consideration of any claim out of time by the Owner shall not create any precedent nor "course of dealing" between the Owner and the Trade Contractor, nor shall it waive the Owner's right to insist on strict adherence by the Trade Contractor to the contract claims procedures. If Owner denies Trade Contractor's Claim, Trade Contractor may pursue the matter under Article 21 Dispute Resolution.

**16.2** The Trade Contractor shall not delay or suspend the Trade Work because of the pendency of or the denial by the Owner of any such claim or because of the continuance of the condition out of which the claim arose, but shall proceed diligently in performing the Trade Work while the claim is being resolved by agreement or being fully adjudicated.

**16.3** In the event the Trade Contractor asserts that it should receive additional compensation because of an act or omission on the Owner's part, or someone for whom the Owner is responsible, the Trade Contractor shall promptly submit the claim to the Owner and the CM in writing within the time required in Section 16.1. Failure of the Trade Contractor to submit such claims in a timely and proper manner shall result in a waiver of such claim.

**16.4** The Trade Contractor shall fully cooperate with the CM in the submission of such claims described in Section 16.3, shall prepare all supporting data and do everything else necessary to properly present the claims, including payment of legal fees incurred by the CM to prepare, submit and negotiate or otherwise resolve such claim. Should the Owner allow and pay additional compensation to the CM on account of such claim asserted by the Trade Contractor, the CM will pay the same to the Trade Contractor.

**16.5** It shall be an express condition precedent to any obligation on the part of the CM to make payment of any cost, reimbursement, compensation or damages to the Trade Contractor hereunder that the CM shall first be determined to be entitled to such compensation on behalf of the Trade Contractor and then receive such payment from Owner, and Trade Contractor expressly acknowledges that the CM is not obligated or required to pursue the Trade Contractor's claim against the Owner if the CM, in its sole discretion, after review of the Trade Contractor's claim, has deemed the claim to lack merit in whole or in part.



16.6 If at any time a controversy should arise between the CM and the Trade Contractor with respect to any matter in this Agreement which the CM determines is not a claim, dispute or controversy which should involve or be asserted against the Owner, the decision of the CM relating to the subject of the controversy shall be followed by the Trade Contractor.

## 17. Taxes

The Agreement Amount includes all sales, excise, transportation, unemployment compensation, social security, and any other taxes presently existing or subsequently imposed and levied and the Trade Contractor agrees to pay all of the above and to conform to all applicable municipal, state and federal laws in connection with such taxes. The Trade Contractor further agrees to withhold taxes from the wages and salaries of all employees of the Trade Contractor and pay the same in accordance with the federal and state laws and regulations pertaining thereto. The Agreement Amount includes federal, state and municipal taxes now levied or in force or hereafter imposed on any and all tangible personal property sold or transferred to the Owner under this Agreement and the Trade Contractor agrees to pay such tax or taxes on such property, the cost of which is included in the Agreement Amount.

## 18. Liens

18.1 The Trade Contractor shall promptly pay when due all its project creditors, together with the project creditors of all those below it in the contractual chain.

18.2 If the Project involves private work, the Trade Contractor shall keep the property and improvements free and clear of all mechanic, materialmen and similar lien claims or statements. In the event any such lien is filed, asserted or claimed, the Trade Contractor shall immediately secure its release either by paying the lien claimant, by filing a lien release bond, or by any other means permitted by law. If not so released, the Owner may retain an amount equal to 150% of the lien or claim and may pay the claimant and offset that amount, plus any legal fees from the amount so retained. If the Project involves public work, the Trade Contractor shall promptly pay and secure releases from all of its project creditors, including all those below it in the contractual chain, who are entitled to assert claims against the Owner, the CM or its surety.

18.3 If any claim or lien is made or filed with or against the CM, the Owner, the Project, 218 W 6<sup>th</sup> St, Tulsa, Ok 74119 or the Project funds by any person claiming that the Trade Contractor or any Trade Contractor or other person under contract to the Trade Contractor, or any person or entity employed or engaged by the Trade Contractor at any tier, has failed to make payment for any labor, services, materials, equipment, taxes or other obligations furnished or incurred in connection with the Trade Work, or if the Trade Contractor or any Trade Contractor or other person under contract to the Trade Contractor, or any person or entity employed or engaged by the Trade Contractor at any tier causes damage to the Trade Work or any other work on the project, or if the Trade Contractor fails to perform or is otherwise in default of any term or provision of this Agreement, the Owner shall have the right to retain from any payment then due or thereafter due an amount which the Owner deems sufficient to (1) satisfy, discharge and/or defend against any such claim or lien, (2) make good any such nonpayment, failure, damage or default, and (3) defend, indemnify and hold harmless the CM and the Owner against any and all losses, damages and costs, including legal fees and expenses, incurred by either or both of them. The Owner shall require proof that any such nonpayment, claim or lien is fully satisfied, dismissed and discharged before any remaining retained funds will be released. The Owner shall, in addition, have the right to apply and charge against the Trade Contractor so much of the amount retained as may be required for the foregoing purposes and the Trade Contractor shall pay and reimburse the CM and the Owner all such losses, damages, and costs incurred by them which exceed the retained funds.

## 19. Assignment

To the fullest extent permitted by law, the Trade Contractor agrees that it shall not assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Agreement including, but not limited to, any right to receive payments hereunder, without the prior written consent of the Owner in its sole discretion and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event the Trade Contractor assigns, sells, encumbers or otherwise transfers its right to any funds due or to become due under this Agreement as security for any loan, financing or other indebtedness ("Assignment"), notification to the Owner and the CM of such Assignment must be sent by certified mail, return receipt requested, to the Owner and the CM and the Assignment shall not be effective as against the Owner until the Owner provides its written consent to such Assignment. The Trade Contractor agrees that any such Assignment shall not relieve the Trade Contractor of any of its agreements, duties, responsibilities or obligations under this Agreement and the Trade Contract Documents and shall not create a contractual relationship or a third party beneficiary relationship of any kind between the Owner or the CM and such assignee or transferee.

## **20. Guarantee/Warranty**

For a period of one year from the date of the Owner's final acceptance of the Trade Work, the Trade Contractor guarantees and warrants that the Trade Work complies with the Trade Contract Documents requirements and is free from defects in material and workmanship. This guarantee/warranty shall include, but is not limited to, the cost of all labor, material and related items necessary to correct any such defect, plus the cost of repairing any damage to other items which may have been caused by the defective material or workmanship. If the Trade Contractor fails to begin warranty work within forty-eight (48) hours of being notified that such work is necessary, the Owner may, at its option, perform the necessary remedial work or secure its performance by others and charge the Trade Contractor with the cost thereof, plus a 15% Administrative Fee. Nothing in this paragraph shall shorten the statute of limitations on any action by the Owner for breach of contract, negligence or other cause of action against the Trade Contractor.

## **21. Dispute Resolution**

**21.1 Scope of Disputes Provisions.** All Claims, disputes or other matters in question between the parties to this Agreement which arise out of or relate to this Agreement (or the breach thereof), whether in contract or tort, (hereinafter "Dispute") shall be subject to the dispute resolutions set forth below.

**21.2 Initial Dispute Resolution/Mediation.** A Dispute which either party desires to pursue shall be set forth in a detailed written statement of claim submitted to the other party providing the specific basis upon which monetary or other relief is claimed to be due, the specific contractual provision(s) supporting the claim and an itemization of the amount claimed to be due. Following submission of the detailed statement of claim, Owner and Trade Contractor shall endeavor to settle the Dispute first through face to face direct discussions between corporate officers of the Owner and Trade Contractor which discussions shall be held at the Owner's office location involved with the Project within thirty (30) calendar days of a request by either party. If the Dispute cannot be resolved through direct discussions, the parties shall participate in mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent and before recourse to any other form of binding dispute resolution. The location of the mediation shall be the same city as the location of the Project, unless the parties agree on another location. Upon written notice requesting mediation provided to the other party and the American Arbitration Association, the parties agree to proceed with the mediation as scheduled by the mediator. Either party may terminate the mediation at any time after the first session, but the decision to terminate must be personally delivered to the other party and the mediator.

**21.3 Binding Dispute Resolution.** In the event Owner and Trade Contractor cannot resolve the Dispute through direct discussions or mediation as contemplated above, then the Dispute shall, at the sole discretion of Owner, be decided either by submission to (a) arbitration administered by the American Arbitration Association or other arbitration tribunal mutually agreed upon by the parties; or (b) litigation subject to the exclusive jurisdiction and venue of the location of the Project.

### **21.4 Arbitration Election**

**21.4.1** In the event Owner exercises its exclusive right to resolve the Dispute in arbitration, such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or the applicable rules of such other arbitration tribunal as the parties may mutually determine in effect at the time the arbitration is commenced as modified by the terms hereof. Any arbitration hereunder shall be held at the location of the Project.

**21.4.2** Should Owner exercise its exclusive right to resolve the Dispute by arbitration, then within fourteen (14) days after Owner gives Trade Contractor notice of Owner's election of arbitration, the parties shall use good faith efforts to select a single arbitrator mutually acceptable to both parties. If the parties are unable to select an arbitrator, then the parties will select the arbitrator(s) from a panel of experienced construction arbitrators on the American Arbitration Association's large complex case panel or a comparable panel of experienced construction arbitrators maintained by such other arbitration tribunal mutually selected by the parties then in effect. In the event the amount in Dispute exceeds \$1,000,000.00, Owner and Trade Contractor agree the arbitration shall be heard by a panel of three (3) arbitrators; otherwise, the Dispute shall be heard by a single arbitrator.

**21.4.3** The parties will enter into an Electronically Stored Information Agreement outlining the scope and volume for ESI discovery, which shall take into account the amount and complexity of the Dispute.

**21.4.4** The arbitration award shall be final and binding upon the parties, shall include attorneys' fees and costs to the prevailing party or parties, and may be entered as a judgment in any court having proper jurisdiction. In any arbitration the Arbitrator(s) shall have no power to render an award which has the effect of altering or amending or changing in any way any provisions of this Agreement.

**21.4.5** The parties stipulate and agree that the performance of this Agreement is a transaction involving interstate commerce. Notwithstanding other provisions in the Agreement, or choice of law provisions to the contrary, this agreement to arbitrate shall be enforced pursuant to, and governed by, the Federal Arbitration Act, 9 U. S. C. §1 et seq., which shall not be superseded or supplemented by any other arbitration act, statute or regulation.

**21.4.6** At the sole discretion of Owner, any arbitration with Trade Contractor shall be consolidated with any other arbitration proceeding relating to the work under the CM Agreement.

**21.5 Litigation Election.** In the event Owner elects not to exercise its exclusive right to resolve the Dispute by arbitration, or in the event the Dispute between Owner and Trade Contractor, or any portion thereof, is found to be non-arbitrable, then the parties hereby agree that the Dispute or a portion thereof (as the case may be) shall be subject to exclusive jurisdiction and venue at the location of the Project. In any such Dispute or portion thereof which is resolved by litigation, Trade Contractor expressly waives any right to trial by jury.

**21.6 Multiparty Proceeding.** To the extent permitted by Trade Contract Documents, all parties necessary to resolve a claim shall be parties to the same dispute resolution proceeding. To the extent Disputes between the Owner and the Trade Contractor involve in whole or in part disputes between the CM and the Owner, Disputes between the Trade Contractor and the Owner shall be decided by the same tribunal and in the same forum as disputes between the CM and the Owner.

**21.7 Stay of Proceedings.** (a) In the event the provisions for resolution of disputes between the CM and the Owner contained in the Trade Contract Documents do not permit consolidation or joinder with disputes of third parties, such as the Trade Contractor, resolution of any Dispute between Owner and Trade Contractor involving in whole or in part disputes between CM and Owner shall be stayed pending conclusion of any dispute resolution proceeding between CM and Owner. (b) In the event that any action is filed prior to exhaustion of remedies under the Agreement; such action shall be stayed pending conclusion of any dispute resolution proceedings.

**21.8 Work Continuation and Payment.** Unless otherwise agreed in writing, Trade Contractor shall continue the Trade Work and maintain the Schedule of Work during any dispute resolution proceedings. As Trade Contractor continues to perform, Owner shall continue to make payments in accordance with this Agreement.

**21.9 Cost of Dispute Resolution; Attorneys' Fees.** The cost of any mediation proceeding shall be shared equally by the parties participating.

**21.9.1** The prevailing party in any Dispute arising out of or relating to this Agreement or its breach that is resolved by a dispute resolution procedure designated in the Trade Contract Documents shall be entitled to recover from the other party any remedies available under Oklahoma law after direct discussions and mediation.

**21.9.2** In the event the Trade Contractor is awarded an amount equal to or less than the last written offer of settlement from Owner, prior to the commencement of binding dispute resolution, Owner shall be deemed prevailing party and be entitled to recover those reasonable attorneys' fees, costs and expenses (including expert fees and expenses) incurred by the Owner.

## **22. Miscellaneous**

**22.1** No one, other than the parties hereto, their successors, trustees and assigns, shall be entitled to bring action on this Agreement or the Performance Bond provided by the Trade Contractor, it being the express intent of the parties that this Agreement shall not be for the benefit of any third party.

**22.2** Any term or provision of this Agreement which is held to be invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

**22.3** This Agreement, together with the documents referred to or incorporated herein by reference, constitute the complete agreement between the parties. No agent or employee of either party possesses the authority to make, and the parties shall not be bound by nor liable for, any statement, representation, promise or agreement not set forth herein. Any article, section, paragraph or other headings contained in this Agreement are for reference purposes and shall not affect in any way the meaning or interpretation of this Agreement.

**22.4** The terms and provisions shall extend to and be binding upon the successors, trustees and assigns of the parties hereto, and shall be governed and controlled, except as expressly provided herein or as required by the Trade Contract Documents, by the laws of the State of the Oklahoma.

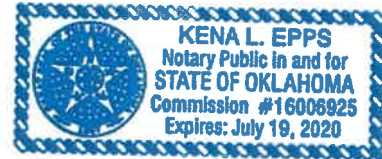
**22.5** The Trade Contractor agrees to comply with the provisions and any applicable local, state or federal ordinance, regulation, status, or other mandate regarding affirmative action and/or minority/women's business enterprise participation.

**22.6** This Agreement has not been altered in any manner from its original form as sent to the Trade Contractor except for required signatures and dates, or as clearly marked and initialed by this Trade Contractor. Any changes to this Agreement not initialed by the Owner will not be binding.

23. Schedule of Exhibits to the Agreement

The following Exhibits are attached to and are a part of this Agreement.

- Exhibit A: The Trade Contractor's Scope of Work, including alternative or unit prices
- Exhibit B: Insurance Requirements
- Exhibit C: Flintco Policies/Procedures Acknowledgement of Obtaining Form
- Exhibit D: List of Drawings, Specifications and Addenda
- Exhibit E: Schedule of Work
- Exhibit F: Certification of Non-Segregated Facilities
- Exhibit G: Payment and Performance Bond Forms
- Exhibit H: Tax Exemption Certificate



This Agreement is entered into as of the date entered in Article 1.

NOTARY  
ATTEST: Kena L. Epps

S. M. Clark Services, Inc.

BY: Steven D. Clark

PRINT NAME: STEVEN D. CLARK

PRINT TITLE: CHIEF OPERATION OFFICER

Designate type of organization: ☒ Corporation ( ) Partnership ( ) Sole Proprietorship ( ) LLC ( ) Other

Organized in the State of Oklahoma

With its principal place of business at 2642 E. 21<sup>st</sup> St., Suite 130, Tulsa, OK 74114

Tulsa County

ATTEST: \_\_\_\_\_

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

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

County Clerk

ATTEST: \_\_\_\_\_

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

PRINT NAME: Michael Willis

Approved as to form:

ATTEST: 5/22/19

BY: Nolan M. Fields

PRINT NAME: Nolan Fields

PRINT TITLE: Assistant District Attorney

## TRADE CONTRACTOR - SCOPE OF WORK

Exhibit A  
Page 1 of 2

### **BID PACKAGE 01A: FINAL CLEAN - COMPLETE**

#### Definition of Terms

Contractor = Bidder

Construction Manager = Flintco, LLC

Owner = Tulsa County BOCC

Architect = GH2 Architects

The scope of work of this bid package shall also include the following items, but without limiting the scope of work as provided above:

- 1.) Perform the following special cleaning for trades at completion of Work. Employ experienced workmen or professional cleaners for the final cleaning:
- 2.) Remove marks, stains, fingerprints, soil and dirt from paint, stain and wall covering.
- 3.) Remove spots, soil, paint and mastic from tile work and wash same.
- 4.) Clean fixtures, equipment and piping; remove stains, paint, dirt and dust.
- 5.) Remove temporary floor protections; clean and polish floors.
- 6.) Clean exterior and interior metal surfaces, including doors and windows and their frames.
- 7.) Remove oil, stains, dust, dirt, paint and the like from items required to have a polished finish; polish and leave without fingermarks or other blemishes.
- 8.) Wash glass inside and outside. Exterior windows from second floor and up, clean interior only.
- 9.) Cleaning materials and procedures shall be non-toxic. Provide alternative materials to more toxic commercial cleaning agents where applicable.
- 10.) Clean exposed interior and exterior hard surfaced finishes to a dirt free condition, free of stains, films, and similar foreign substances.
- 11.) Remove debris and surface dust from ledges, sills, cabinets / casework (inside & out), shelves, doors, walls, exposed ductwork, piping, surface raceways, and conduit. Polish all woodwork and trim.
- 12.) Remove debris and surface dust from shelving systems and cabinetry. Includes inside of all cabinets and drawers.
- 13.) Sweep concrete floors broom clean in unoccupied / utilitarian spaces (i.e. mechanical / electrical rooms).
- 14.) Vacuum carpets and similar soft surfaces removing debris and excess nap. Provide all necessary spot cleaning of soiled carpets.
- 15.) Sweep and mop all vinyl and rubber flooring and clean all rubber / vinyl base.
- 16.) Sweep, mop, and buff all ceramic tile flooring. Clean all ceramic wall tile and base.
- 17.) Clean transparent materials, including mirrors and glass in doors and windows, polish mirrors and glass, taking care not to scratch surface.
- 18.) Clean all window frames at interior of building including aluminum and hollow metal.
- 19.) Removal all non-permanent labels and protective coatings / films.
- 20.) Wipe and dust surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment.
- 21.) Clean and polish all plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- 22.) Clean all restrooms to a sanitary condition including, but not limited to, cleaning and disinfecting plumbing fixtures, showers, accessories, countertops, etc. Wipe down partitions, walls, lockers, benches, and doors. Clean all ceramic tile, glass, and mirrors. Polish all bright metals. Includes existing bathrooms that are not renovated.
- 23.) Clean all appliances and equipment.
- 24.) Clean exposed surfaces of diffusers, registers, and grills.
- 25.) Clean light fixtures including lenses, lamps, globes, and reflectors. Remove construction debris as needed from drop down light lenses.
- 26.) All cleaning operations shall comply with all local laws and ordinances and Federal and local environmental and antipollution regulations.
- 27.) Cleaning shall be performed in prompt manner as directed by Construction Manager so as to promote general progress of the project phases and shall not delay or hinder the work of Flintco or the project's contractors. The time of performance is of the essence.
- 28.) Consult with Construction Manager for all cleaning and maintenance data on finished products.

## TRADE CONTRACTOR - SCOPE OF WORK

Exhibit A  
Page 2 of 2

- 29.) Cleaning firm is to furnish manpower, materials, supervision, licensing, permits, testing, and equipment necessary to perform work per this proposal and as coordinated with Construction Manager.
- 30.) Trash shall be placed in an on-site dumpster provided by Owner.
- 31.) Cleaning firm's field supervisory personnel shall attend weekly project coordination meetings while performing work on the site.
- 32.) Cleaning firm shall furnish protection of adjacent surfaces to prevent damage or additional cleaning.
- 33.) Cleaning firm is to provide for its employees all necessary safety railing and fall protection as required by the authorities having jurisdiction and Construction Manager's standard safety policies and procedures.
- 34.) Cleaning firm will furnish temporary barricades, flagmen and traffic control as required for work of this proposal.
- 35.) Cleaning firm shall furnish all equipment and supplies as required to complete all work performed of this proposal and per Construction Manager's standard safety policies and procedures.
- 36.) Cleaning will be done by floor or Area as directed by Construction Manager. This will be phased work based on completion of floors. Mobilizations as required to be included.

### **Work excluded from this bid package:**

- 1.) Landscaping & Grounds Keeping.
- 2.) Street Cleaning (unless created by your scope of work)
- 3.) Cleaning of Building Exterior, site masonry walls and gates

## TRADE CONTRACTOR INSURANCE REQUIREMENTS

The contractor (and any Sub-contractors) shall carry and keep in force during this Contract, policies of insurance in minimum amounts as set forth below, or as required by the laws of the State of Oklahoma:

1. General Liability Insurance providing for a combined amount of not less than \$200,000 for all damages arising out of bodily injury, death and property damage for each occurrence with an aggregate limit of \$300,000, and an excess umbrella liability coverage of \$2,000,000;
2. Workers Compensation Insurance and Employee Liability Insurance as required by Workers Compensation laws of the State of Oklahoma;
3. Comprehensive Automobile Insurance; and
4. Errors and Omissions Coverage (only applicable to Architect or Engineering Services).

**Note: Builders Risk Insurance will be the responsibility of the Construction Manager and therefore should not be included.**

**IMPORTANT:**

The Contractor shall name the Board of County Commissioners of Tulsa County, Oklahoma as an additional insured;

The Contractor shall furnish Certificates of Insurance which shall provide that said insurance will not be cancelled by the Insurer without Insurer providing thirty (30) days written notice to the Board of County Commissioners of Tulsa County;

The Insurance specified shall be acquired from an Insurance Company properly licensed by the State of Oklahoma to provide such coverage in the State of Oklahoma.



SMCLA-1

OP ID: TT

## CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

05/14/2019

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

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

PRODUCER  
RICH & CARTMILL, INC  
2738 East 51st #400  
Tulsa, OK 74105  
Steven M Fulps

918-743-8811

CONTACT NAME: Sue Riley

PHONE (A/C, No, Ext): 918-743-8811

FAX (A/C, No): 918-744-8429

E-MAIL: sriley@rcins.com

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Ohio Security Ins Co

24082

INSURER B: Compsource Mutual Ins Co

36188

INSURER C: Technology Insurance Co

42376

INSURER D:

INSURER E:

INSURER F:

INSURED  
S M Clark Services, Inc.  
Steve & Margaret Clark  
2642 E. 21st St, Ste 130  
Tulsa, OK 74114

## COVERAGES

CERTIFICATE NUMBER:

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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	BLS58113394	07/16/2018	07/16/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	TPP122261502	11/14/2018	11/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	03177071181	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See page 2

## CERTIFICATE HOLDER

FLINT05

Flintco LLC  
1624 W 21st St  
Tulsa, OK 74107

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**NOTEPAD:**

HOLDER CODE **FLINT05**  
INSURED'S NAME **S M Clark Services, Inc.**

**SMCLA-1**  
**OP ID: TT**

**PAGE 2**  
Date **05/14/2019**

As required by written contract, subject to policy terms and exclusions, Flintco, LLC, Board of County Commissioners of Tulsa County, Oklahoma Architect, Architect's Consultants and owner are included as Additional Insureds as respects General Liability and Auto Liability.

As required by written contract, subject to policy terms and exclusions, Waiver of Subrogation applies in favor of Flintco, LLC, Board of County Commissioners of Tulsa County, Oklahoma, Architect, Architect's Consultants and owner as respects General Liability, Auto Liability & Workers Compensation.

30 Days Notice of Cancellation applies, except for 10 days notice for non-payment of premium.

## FLINTCO POLICIES/PROCEDURES ACKNOWLEDGEMENT OF OBTAINING FORM

The following Policies and Procedures are part of the Agreement by reference. (Obtain documents at [www.flintco.com](http://www.flintco.com), Select Subcontractors tab and then click on Forms.)

- **Substance Free Workplace:** I acknowledge that I have obtained a copy of the Flintco, LLC policy statement regarding Substance Free Workplace and have read and understand my obligations under this policy.
- **Firearm, Weapons-Free Workplace Policy:** I acknowledge that I have obtained a copy the Flintco, LLC policy statement regarding Firearm, Weapons-Free Workplace and have read and understand my obligations under this policy.
- **Smoke-Free Workplace:** I acknowledge that I have obtained a copy of the Flintco, LLC policy statement regarding a Smoke-Free Workplace and have read and understand my obligations under this policy.
- **Safety Manual:** I acknowledge that I have obtained a copy of the Flintco, LLC Safety Manual and have read and understand my obligations regarding Job Site safety.
- **Certification of Nonsegregated Facilities:** I acknowledge that I have obtained a copy of the Flintco, LLC policy statement regarding a Nonsegregated Facility and have read and understand my obligations under this policy.

Trade Contractor acknowledges obtaining a copy of and agrees to comply with CM policies and procedures related to Trade Contractor performance on the jobsite.

S. M. Clark Services, Inc.  
Trade Contractor Name

  
Signature of Trade Contractor Representative

5/15/19  
Date

Return this signed form with your executed Trade.

## **DRAWINGS, SPECIFICATIONS & ADDENDA**

**Specifications:** Tulsa County Administration Building  
20180005  
Project Manual  
Volume 1 & 2  
03/25/2019

**Addenda:** Addendum #1A Dated 04/08/2019  
Addendum #2A Dated 04/29/2019  
  
CM Clarification #1 Dated 04/08/2019  
CM Clarification #2 Dated 04/29/2019

**Drawings:** As listed in Sheet Index on Sheet CS1 Cover Sheet  
Tulsa County Administration Building  
GH2 Architects  
Project #20180005  
03/25/2019 Conformed Set

## **SCHEDULE OF WORK**

THE CONSTRUCTION SCHEDULE WILL BE MAINTAINED AT THE PROJECT SITE AND WILL BE UPDATED AS WORK PROGRESSES. TRADE CONTRACTOR WILL GIVE INPUT REGARDING THE SCHEDULE AT REGULARLY SCHEDULED PROGRESS MEETINGS. TRADE CONTRACTOR SHALL FOLLOW THE MOST CURRENT VERSION OF THE SCHEDULE MAINTAINED BY CM AND PERFORM THE SUBCONTRACT WORK ACCORDING TO THAT SCHEDULE.

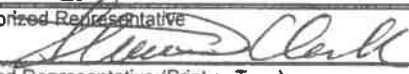
## CERTIFICATION OF NON-SEGREGATED FACILITIES

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors or specific time period) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

### Notice to Prospective Subcontractors of Requirements for Certifications of Nonsegregated Facilities.

Notification of Nonsegregated Facilities, as required by the May 9, 1967, order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, May 19, 1967), must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001.

Firm Company Name	S. M. CLARK SERVICES INC.
Signature of Authorized Representative	
Name of Authorized Representative (Print or Type)	STEVEN D. CLARK
Title of Authorized Representative	CHIEF OPERATION OFFICER

Return this signed form with your executed subcontract.

**Exhibit G**

This exhibit is not applicable as the contract sum is below \$50,000.00.



Board of County Commissioners

Tulsa County Administration Bldg.  
500 South Denver  
Tulsa, Oklahoma 74103-3832  
918.596.5000

STAN SALLEE  
DISTRICT 1  
918.596.5020

KAREN KEITH  
DISTRICT 2  
918.596.5015

RON PETERS  
DISTRICT 3  
918.596.5010

Exhibit H  
Page 1 of 2

January 2, 2019

Dear Vendor:

The Oklahoma Sales Tax Code, 68 O.S. 1991 Section 1356, exempts from the payment of sales taxes all political subdivision of the State of Oklahoma.

Because each County in this State is a political subdivision of the State (Article 17, Section 1 of the Constitution of Oklahoma: Herndon v. Anderson, 1656 Okla. 104, 25P2d 326), Tulsa County is exempt from all sales tax.

Sincerely,

Karen Keith, Chairman  
Tulsa County Board of County Commissioners

KK:sl

Approved:

Douglas Wilson  
Chief of the Civil Division

Note: Tulsa County's Federal Identification Tax Number 73-6006419



# Oklahoma Tax Commission

[www.tax.ok.gov](http://www.tax.ok.gov)

Date Issued: March 21, 2014

Letter ID: L0891154944

Taxpayer ID: \*\*-\*\*\*6419



TULSA COUNTY  
500 S DENVER AVE STE 120  
TULSA OK 74103-3832

AMY

## Oklahoma Sales Tax Exemption Permit Oklahoma State Government

Non-Transferable

68 Oklahoma Statutes 2002 Supp, Section 1356(1) Sales of tangible personal property or services to the United States Government or to the State of Oklahoma, any political subdivision of this state or any agency of a political subdivision of this state are hereby exempted from the tax levied by this article

**Permit Number**

EXM-10028212-06

Business Location	Industry Code	City Code	Permit Effective	Permit Expires
TULSA COUNTY BOARD OF COUNTY COMMISSIONERS 5051 S 129TH EAST AVE TULSA OK 74134-7004	921190	7281	February 10, 2006	NON-EXPIRING

Thomas Kemp Jr., Chairman  
Jerry Johnson, Vice-Chairman  
Dawn Cash, Secretary-Member



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TULSA COUNTY

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

PURCHASING  
DEPARTMENT

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MEMO

DATE: May 22, 2019

FROM: Megan L. Blackford  
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Agreement- District Attorney's Office

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners on behalf of the Tulsa County Building Operations and District Attorney's Office for providing the lease of certain County-owned vehicles, fuel and maintenance to the District Attorney's Office.

MLB / arh

ORIGINAL: Michael Willis, County Clerk, for the May 28, 2019 agenda.

**LEASE OF COUNTY-OWNED VEHICLES TO  
DISTRICT ATTORNEY  
LEASE, MAINTENANCE AND USER AGREEMENT**

THIS AGREEMENT, entered into by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF TULSA, STATE OF OKLAHOMA, hereafter referred to as "County" and the DISTRICT ATTORNEY'S OFFICE, hereafter referred to as "User".

1. RECITALS: WHEREAS as County owns certain vehicles, and owns and operates a maintenance facility for the regular maintenance of motor vehicles, and WHEREAS User, a local unit of government, utilizes and has need of certain motor vehicles as a part of its governmental operations, and because economies of scale may be achieved by the coordinated efforts of County and User, this agreement is entered into for the purpose of providing the lease of certain County-owned vehicles to User, and to provide fuel and maintenance for said vehicles. The total number of leased vehicles shall be seven (7), and the County may at its sole option replace a leased County-owned vehicle with another County-owned vehicle at any time under this agreement. A list of the leased vehicles is attached to and made a part of this agreement.
2. DURATION: The terms of this agreement shall be from the acceptance of this agreement by both County and User until the end of the current fiscal year of the parties, which fiscal year will terminate on June 30, 2020.
3. ORGANIZATION: No new administrative or legal entity is created by this agreement, nor are powers delegated thereto.
4. INSURANCE: User agrees to fully insure each of the above described vehicles for collision, comprehensive and liability to any third person beginning with the period of the lease, or if held over, the period of the extended lease from the time the vehicle is bailed or loaned or leased to the User until such time as the vehicle is returned to the total control of County.
5. PURPOSE: The purpose of this agreement is to provide for a lease of County-owned vehicles to User by County, and to provide for maintenance of and fuel for said vehicles. Maintenance shall include all replacement parts as requested, changing of oil, filters, and lubrication every five thousand (5,000) miles, as well as a complete maintenance check including, but not limited to, transmission, differential, belts, wiper blades, brakes, etc. every five thousand (5,000) miles.
6. FINANCING: Financing of this agreement shall come solely from the operating budget of User. User agrees to establish and maintain as a part of its normal budgetary procedures, sufficient books of account to satisfy the requirements of 74 O.S., Section 1001 and following.
7. PRICE: The parties agree that User shall remit \$00.18 per each full mile driven. The parties agree that County will be responsible for keeping records of mileage, repairs and fuel for each leased vehicle, and that County will send a claim to User each month for the total of mileage fees, fuel and repairs for each leased vehicle. The parties further agree that User will remit the full amount claimed, less any disputed amount, each month within a reasonable time after receipt of the claim. In case of a dispute over the submitted claim, the claim shall be submitted to the Board of County Commissioners for decision.

The parties further agree that User shall pay County for parts used in the maintenance of User's vehicles at cost, and for labor at the rate of Twenty Dollars (\$20.00) per hour, or for any part of such hour. The County further agrees to sell to User tires and batteries for User's vehicles, consistent with availability and needs of County to apply its own fleet, at the prices then currently paid by County for such tires or batteries. The County further agrees to sell to User fuel for said vehicles, consistent with availability and needs of County to supply its own fleet, at the prices then currently paid by County for such fuel plus a five cent administrated cost per gallon.

8. ADMINISTRATOR: The parties agree that the Board of County Commissioners of the County of Tulsa shall serve as administrator pursuant to the terms of said 74 O.S., Section 1004 (D) throughout the terms of this agreement.
9. PROPERTY ACQUISITION AND DISPOSAL: The parties agree that no real or personal property will be used as a result of this agreement aside from vehicle parts above-mentioned. County agrees to acquire and hold any parts necessary for the above-mentioned vehicular maintenance and to dispose of same by installing such parts in user's vehicles as needed.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF TULSA COUNTY

\_\_\_\_\_  
County Clerk

By \_\_\_\_\_  
Chairman

APPROVED AS TO FORM:

Nolan M. Field 5-15-19  
Assistant District Attorney

TULSA COUNTY  
DISTRICT ATTORNEY'S OFFICE

By Steve Kungu 5/17/19  
District Attorney Date

**EXHIBIT "A"**

**DISTRICT ATTORNEY'S OFFICE**  
**LIST OF VEHICLES WITH LEASE FEES**

<b>VEHICLE</b>	<b>VIN #</b>	<b>VEHICLE NUMBER</b>
2009 CHEV MALHYB	1G1ZF57529F151137	0111
2008 CHEV IMPALA	2G1WB55K881344924	0126
2010 FORD FUSION HYBRID	3FADP0L37AR417657	0128
2010 FORD FUSION HYBRID	3FADP0L3XAR411478	0129
2014 FORD ESCAPE SE 4W/D	1FMCU9GX6EUC76820	1229
2018 CHEVY MALIBU	1G1ZC5ST2JF145521	1268
2018 CHEVY MALIBU	1G1ZC5ST0JF146067	1269



**Nolan M. Fields IV**

Assistant District Attorney | Civil Division  
Tulsa County District Attorney's Office  
500 South Denver Avenue, Tulsa, Oklahoma 74103  
(918) 596 - 4900 | [nfields@tulsacounty.org](mailto:nfields@tulsacounty.org)

---

**TO:** Board of County Commissioners  
Karen Keith, Chairman  
Stan Sallee  
Ron Peters

**DATE:** May 22, 2019

**REFERENCE:** Transportation Use Agreements with Bixby Public Schools for  
Summer 2019 Programs (FY18-19 and FY19-20)

Please place these items on the agenda for the next meeting of the Board of County Commissioners. It will not be necessary to review these matters in executive session. These Agreements are presented for this Board's review and potential action. Please let me know if you have any questions.

Respectfully,

---

**Nolan M. Fields IV**  
Assistant District Attorney

CC:  
Richard Bales, Park Dept. Director

## TRANSPORTATION USE AGREEMENT

This agreement, entered into this \_\_\_\_ day of \_\_\_\_\_ 2019 between the Tulsa County Board of County Commissioners and the Bixby Public Board of Education System, allows for use of a Bixby Public school bus to provide transportation needs for Tulsa County Park Department and the Parks include Bixby and South County, sponsored Summer Programs during the summer of 2019.

The bus will be used to provide transportation for Park Department Staff, volunteers and program participants to various field trip locations as determined by the Park Department.

The Bixby Public School System agrees to provide a licensed bus driver at a cost to the County of \$15.00 per hour for each hour the driver is on duty. The school also agrees to charge the County a rate of \$1.38 per mile for fuel cost.

The Bixby Public School System agrees to provide a copy of an insurance certificate from their bus liability insurance carrier, naming the Tulsa County Board of County Commissioners as additional insured for 1 million dollars (\$1,000,000.00) during the term of this agreement.

Tulsa County agrees to pay the Bixby Public School System the above-mentioned cost for both the bus driver and fuel usage.

This agreement shall expire on August 16, 2019 at the end of the Park Department's summer programs.

**Bixby Public School System**

**TULSA COUNTY BOARD OF  
COUNTY COMMISSIONERS**

\_\_\_\_\_  
Authorized School Representative

\_\_\_\_\_  
Chairman

**Approved As To Form:**

**Attest:**

Nolan M. Fields IV

\_\_\_\_\_  
Assistant District Attorney

\_\_\_\_\_  
Tulsa County Clerk



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/25/2018

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

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

PRODUCER Neely Insurance Agency 505 W. First Street P. O. Box 428 Claremore OK 74018	CONTACT NAME: Christine Troyer PHONE (A/C, No, Ext): (918) 341-0622 E-MAIL ADDRESS: chrissy@neelyagency.com FAX (A/C, No): (918) 341-0676
INSURED Bixby Public Schools 109 N Armstrong Street Bixby OK 74008	INSURER(S) AFFORDING COVERAGE INSURER A: Oklahoma Schools Risk Management Trust INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 2018-2019

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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPO-0071439-05	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input 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						
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Tulsa County Board of County Commissioners  
500 S Denver Ave

Tulsa

OK 74103

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



**Nolan M. Fields IV**  
Assistant District Attorney | Civil Division  
Tulsa County District Attorney's Office  
500 South Denver Avenue, Tulsa, Oklahoma 74103  
(918) 596 - 4900 | [nfields@tulsacounty.org](mailto:nfields@tulsacounty.org)

---

**TO:** Board of County Commissioners  
Karen Keith, Chairman  
Stan Sallee  
Ron Peters

**DATE:** May 22, 2019

**REFERENCE:** Transportation Use Agreements with Bixby Public Schools for  
Summer 2019 Programs (FY18-19 and FY19-20)

Please place these items on the agenda for the next meeting of the Board of County Commissioners. It will not be necessary to review these matters in executive session. These Agreements are presented for this Board's review and potential action. Please let me know if you have any questions.

Respectfully,

A handwritten signature in blue ink that reads 'Nolan M. Fields IV'.

---

**Nolan M. Fields IV**  
Assistant District Attorney

CC:  
Richard Bales, Park Dept. Director



## TRANSPORTATION USE AGREEMENT

This agreement, entered into this \_\_\_\_ day of \_\_\_\_\_ 2019 between the Tulsa County Board of County Commissioners and the Bixby Public Board of Education System, allows for use of a Bixby Public school bus to provide transportation needs for Tulsa County Park Department and the Parks include Bixby and South County, sponsored Summer Programs during the summer of 2019.

The bus will be used to provide transportation for Park Department Staff, volunteers and program participants to various field trip locations as determined by the Park Department.

The Bixby Public School System agrees to provide a licensed bus driver at a cost to the County of \$15.00 per hour for each hour the driver is on duty. The school also agrees to charge the County a rate of \$1.38 per mile for fuel cost.

The Bixby Public School System agrees to provide a copy of an insurance certificate from their bus liability insurance carrier, naming the Tulsa County Board of County Commissioners as additional insured for 1 million dollars (\$1,000,000.00) during the term of this agreement.

Tulsa County agrees to pay the Bixby Public School System the above-mentioned cost for both the bus driver and fuel usage.

This agreement shall expire on June 30, 2019 at the end of the Park Department's summer programs.

**Bixby Public School System**

**TULSA COUNTY BOARD OF  
COUNTY COMMISSIONERS**

\_\_\_\_\_  
Authorized School Representative

\_\_\_\_\_  
Chairman

**Approved As To Form:**

**Attest:**

Nolan M. Fields IV

\_\_\_\_\_  
Assistant District Attorney

\_\_\_\_\_  
Tulsa County Clerk



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/25/2018

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> Neely Insurance Agency 505 W. First Street P. O. Box 428 Claremore OK 74018		<b>CONTACT NAME:</b> Christine Troyer <b>PHONE (A/C, No, Ext):</b> (918) 341-0622 <b>E-MAIL ADDRESS:</b> chrissy@neelyagency.com <b>FAX (A/C, No):</b> (918) 341-0676	
<b>INSURED</b> Bixby Public Schools 109 N Armstrong Street Bixby OK 74008		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Oklahoma Schools Risk Management Trust INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:** 2018-2019**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
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	<input type="checkbox"/> AUTOMOBILE LIABILITY <input 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						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE						
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A						
							PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**Tulsa County Board of County Commissioners  
500 S Denver Ave

Tulsa

OK 74103

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**Nolan M. Fields IV**  
Assistant District Attorney | Civil Division  
Tulsa County District Attorney's Office  
500 South Denver Avenue, Tulsa, Oklahoma 74103  
(918) 596 - 4900 | [nfields@tulsacounty.org](mailto:nfields@tulsacounty.org)

---

**TO:** Board of County Commissioners  
Karen Keith, Chairman  
Stan Sallee  
Ron Peters

**DATE:** May 22, 2019

**REFERENCE:** Transportation Use Agreement with Sand Springs Public Schools for  
Summer 2019 Programs

Please place this item on the agenda for the next meeting of the Board of County Commissioners. It will not be necessary to review these matter in executive session. The School System has already signed the Agreement, and it is presented for this Board's review and potential action. Please let me know if you have any questions.

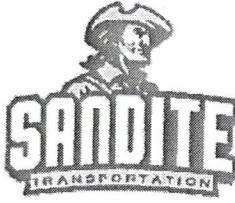
Respectfully,

A handwritten signature in blue ink that reads "Nolan M. Fields IV". The signature is written in a cursive style with a horizontal line under the last name.

---

**Nolan M. Fields IV**  
Assistant District Attorney

CC:  
Richard Bales, Park Dept. Director



## TRANSPORTATION USE AGREEMENT

This Bus Rental Agreement ("Agreement") is effective as of the date of last signature ("Effective Date"), and is made between Tulsa County Parks ("Organization") with a principal place of business at 2315 Charles Page Blvd, Tulsa, OK 74107 and Sand Springs Public Schools ("District") with a principal place of business at 11. W. Broadway, Sand Springs, OK 74063. Organization and District are hereinafter collectively referred to as "Parties".

The District rents to Organization and Organization rents from the District, subject to the terms and conditions of the Agreement:

School Bus(es) / Driver(s) for Summer trips.

("Equipment/Service/Description of Trip")

### 1. Services to be Performed

District agrees to perform the following service:

Provide a Bus and/or driver for the duration of the requested trip.

OR

District agrees to perform the services described in the Estimate attached to this Agreement.

### 2. Rental Requirements

- At least 1 adult from your organization is required to be on each bus to supervise the passengers.
- Although the driver's primary responsibility is to focus on safely driving the bus, not to be responsible for passenger management/control while on Trips, if bus passengers are not acting appropriately, the driver may intervene to resolve the situation. After driver intervenes, organization/supervising adult MUST keep the situation under control from there.
- We require that Sand Springs Public Schools Employees drive the bus for the duration of the rental.
- All normal school bus safety rules MUST be followed.
- Buses must have sufficient clearance to safely maneuver while on the trip without risk of accident. Lack of sufficient clearance could result in the inability to complete the trip; modification of the trip to a location where sufficient space does exist; cancellation of future trips going from/to the location of insufficient clearance. Examples of insufficient clearance may include parking lots that are too tight or have too many cars, narrow roads, tight turns, low bridges, low trees, bridges of insufficient weight tolerance, etc.
- BLACKOUT TIME RESTRICTIONS will be in effect each day where school is in session and no buses nor drivers will be available during these hours. Blackout Time will be observed each school day between the following hours:  
5:30am-8:25am  
and  
2:00pm-5:00pm

### 3. Expenses

In consideration for the services to be performed by the District, Organization agrees to pay the District at the following rates:

- Mileage is calculated beginning from the Transportation Lot (408 W. 55<sup>th</sup> St, Sand Springs, OK 74063) and ends upon return at the Transportation Lot (408 W. 55<sup>th</sup> St, Sand Springs, OK 74063). Mileage will be charged at a rate of \$2.25/mile.
- Time is calculated beginning 15 minutes before the driver leaves the Transportation Lot to allow time for a Pre-Trip Inspection of the vehicle and ends 15 minutes after the driver arrives back at the Transportation Lot to include a Post-Trip Inspection. Time will be charged at a rate of \$18.00/hr
- As long as the driver is "On Call", meaning that the driver is unable to do anything that he or she would normally do during off time, the driver is considered to be "On the Clock" and the \$18.00/hr rate will apply.
- Organization shall reimburse the District or cover the following expenses that are attributable directly to work performed under this Agreement: Toll fees / parking fees / driver lodging / driver meals
- The District shall submit an itemized statement of the District's expenses. Organization shall pay the District within 30 days after the receipt of each statement.

### 4. Rentals Costs assumed by Other Organizations

The District does not assume any responsibility for the submission, accuracy, timeliness, etc. of any "additional" trip related paperwork such as funding requests, reimbursement forms, evaluation forms, etc. These forms are the responsibility of the Organization. The District will provide an estimate of bus rental costs when requested as well as an invoice to follow which will be billed to the Organization. This invoice can then be forwarded to any other organization who may be assuming the responsibility of payment.

### 5. Payment

The District shall be paid within 30 days after the District submits an invoice to the Organization. The invoice should include the following:

- An invoice number.
- The dates of service covered by the invoice.
- A summary of the work performed.

Payment should be issued in check form made out to "Sand Springs Public Schools".

Cash payments should be avoided if possible. If no option exists, please contact us to discuss further.

### 6. Business Licenses, Permits, and Certificates

The District represents that the District and District's employees will comply with all federal, state, and local laws, required drivers and other licenses as well as other certificates required to carry out the services to be performed under this Agreement.

**7. Insurance**

District shall provide the following insurance coverage and maintain it during the entire term of this Agreement in order to cover its' drivers and vehicles.

- A certificate of \$1,000,000 liability insurance showing coverages consistent with the Governmental Tort Claims Act
- The minimum motor vehicle liability coverage of:
  - a) \$25,000 to claimant for any number of claims for damage to or destruction of property arising out of a single accident or occurrence
  - b) \$125,000 to claimant for all other claims arising out of a single accident or occurrence
  - c) \$1,000,000 for any number of claims arising out of a single occurrence or accident

Organization shall provide the following insurance coverage and maintain it during the entire term of this Agreement in order to cover any circumstances where a claim is made that does not involve operation of the vehicle\*:

- A certificate of \$1,000,000 liability insurance showing coverages consistent with the Governmental Tort Claims Act
- "Sand Springs Public Schools" must be listed as "additional insured"
- This documentation of insurance must be furnished to the Superintendent's office ten days prior to the scheduled event.
- The minimum general liability coverage required is:
  - a) \$25,000 to claimant for any number of claims for damage to or destruction of property arising out of a single accident or occurrence
  - b) \$125,000 to claimant for all other claims arising out of a single accident or occurrence
  - c) \$1,000,000 for any number of claims arising out of a single occurrence or accident

*\*This requirement is waived for Tulsa County*

**8. Terms of Agreement**

This agreement will become effective when signed by both parties and will terminate on the earlier of:

- The date the District completes the services required by this Agreement
- Aug. 2, 2018 (date), or
- the date a party terminates the Agreement as provided below.

**9. Rental Cancellation**

Organization must give the District a Cancellation Notice at least 2 hours prior to the beginning of the rental.

Cancellations with less than 2 hours of notice will result in an invoice from the District of not less than 2 hours of drive time to cover any expenses incurred by the district and the driver. The invoice will reflect the drivers time spent on the clock, the miles driven, and 2 hours of time of additional drive time for each unneeded driver.

**10. Terminating the Agreement**

With reasonable cause, either Organization or District may terminate this Agreement, effective immediately, upon giving written notice.

Reasonable cause includes:

- A material violation of this Agreement
- Any act exposing the other party to liability to others for personal injury or property damage.

Signed,



Sean Parker  
Director of Transportation (Authorized Signer)

4/18/19  
Effective Date

\_\_\_\_\_  
Authorized signer for Organization (Printed Name)

\_\_\_\_\_  
Authorized signer for Organization (Signature)

\_\_\_\_\_  
Effective Date

---

TULSA COUNTY

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

PURCHASING  
DEPARTMENT

---

MEMO

DATE: May 22, 2019

FROM: Megan Blackford  
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Service Agreement-Southwest Solutions Group

Submitted for your approval and execution is the attached Service agreement between the Board of County Commissioners on behalf of the Tulsa County Treasurer's Office and Southwest Solutions Group for maintenance and service on the machines located in the Treasurer's Office, 500 S. Denver, Tulsa, Oklahoma.

MLB / skb

ORIGINAL: Michael Willis, County Clerk, for the May 28, 2019 agenda.



●   ●   ●   ●   ●

**SOUTHWEST SOLUTIONS GROUP**  
*business efficiency systems*

**SERVICE AGREEMENT PROGRAM**

Tulsa County  
500 South Denver 3rd Floor - Annex  
Tulsa, OK 74103  
Treasurer's Office

**COVERED ITEMS**

We propose to furnish the materials and perform the labor necessary for the completion of the Scheduled Maintenance & Service Program on system(s):

**(1) 125-1511S**

Serviceable Item	Serial Number	Manufacturer	Product Type	Location
4987	400704		Vertical Carousel-Lektriever	Treasurer's Office

**(1) Power File 72160 G**

Serviceable Item	Serial Number	Manufacturer	Product Type	Location
4988	23357		Vertical Carousel-Lektriever	Treasurer's Office

**SERVICE LEVEL OPTIONS**



**Platinum Plan (Preventative Maintenance, Labor, and Discounted Parts Program)**

- \* Two scheduled Preventative Maintenance inspections per year.
- \* Covers 100% of all Labor Service charges for repairs.
- \* 25% discount for all parts required as a result of normal wear & tear.  
Does not include operator error or misuse.
- \* Subject to the availability of parts.
- \* Additional investment required for repairs performed outside of normal business hours.

Annual Investment to insure the safety of your equipment:

Program effective dates: 7/28/19 through 7/27/20

**\$1,650.38**

For Extended Agreements we will apply a 5% discount on a 2 year price total and 10% discount on a 3 year price total.

Southwest Solutions Group would like to thank you for the opportunity to serve you and our team looks forward to serving you in other areas, please visit our website at [www.southwestsolutions.com](http://www.southwestsolutions.com) for more products & services.

Sincerely,  
Chelsea Brown  
Direct: 972-331-8876  
Cell: 214-998-0045  
Fax: 888-980-8177  
[chelseabrown@southwestsolutions.com](mailto:chelseabrown@southwestsolutions.com)

Signature: \_\_\_\_\_

\_\_\_\_\_  
J. Calvin Miller  
Chief Financial Officer

[illegible]

NAME		DATE	
1	John Doe	10/10/10	10/10/10
2	Jane Smith	10/10/10	10/10/10
3	Bob Johnson	10/10/10	10/10/10
4	Alice Brown	10/10/10	10/10/10
5	Charlie White	10/10/10	10/10/10
6	Diana Green	10/10/10	10/10/10
7	Frank Black	10/10/10	10/10/10
8	Grace King	10/10/10	10/10/10
9	Henry Lee	10/10/10	10/10/10
10	Ivy Hill	10/10/10	10/10/10
11	Jack Adams	10/10/10	10/10/10
12	Karen Baker	10/10/10	10/10/10
13	Liam Clark	10/10/10	10/10/10
14	Mia Evans	10/10/10	10/10/10
15	Noah Foster	10/10/10	10/10/10
16	Olivia Garcia	10/10/10	10/10/10
17	Peter Hall	10/10/10	10/10/10
18	Quinn Harris	10/10/10	10/10/10
19	Rachel King	10/10/10	10/10/10
20	Samuel Lee	10/10/10	10/10/10
21	Tina Miller	10/10/10	10/10/10
22	Umar Nelson	10/10/10	10/10/10
23	Victoria Ortiz	10/10/10	10/10/10
24	Walter Parker	10/10/10	10/10/10
25	Xavier Quinn	10/10/10	10/10/10
26	Yara Reed	10/10/10	10/10/10
27	Zoe Scott	10/10/10	10/10/10
28	Adam Taylor	10/10/10	10/10/10
29	Bella Thomas	10/10/10	10/10/10
30	Carlton Turner	10/10/10	10/10/10
31	Dora Vance	10/10/10	10/10/10
32	Ethan Ward	10/10/10	10/10/10
33	Fiona White	10/10/10	10/10/10
34	Gavin Wright	10/10/10	10/10/10
35	Hannah Young	10/10/10	10/10/10
36	Isaac Zane	10/10/10	10/10/10
37	Julia Bell	10/10/10	10/10/10
38	Kyle Black	10/10/10	10/10/10
39	Laura Blue	10/10/10	10/10/10
40	Mark Brown	10/10/10	10/10/10
41	Nancy Green	10/10/10	10/10/10
42	Oscar Hall	10/10/10	10/10/10
43	Pamela King	10/10/10	10/10/10
44	Quinn Lee	10/10/10	10/10/10
45	Rachel Miller	10/10/10	10/10/10
46	Samuel Nelson	10/10/10	10/10/10
47	Tina Ortiz	10/10/10	10/10/10
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62	Isaac Black	10/10/10	10/10/10
63	Julia Blue	10/10/10	10/10/10
64	Kyle Brown	10/10/10	10/10/10
65	Laura Green	10/10/10	10/10/10
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77	Xavier Thomas	10/10/10	10/10/10
78	Yara Turner	10/10/10	10/10/10
79	Zoe Vance	10/10/10	

[illegible]



ACCEPTANCE PAGE FOR SERVICE AGREEMENT

Tulsa County, Treasurer's Office

When accepted please **CHECK** the option of choice, authorize below, and return a copy to Southwest Solutions Group via email [chelseabrown@southwestsolutions.com](mailto:chelseabrown@southwestsolutions.com) or via fax (888) 980-8177 to the attention of CHELSEA BROWN, please retain original for your records.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

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

Bill-To Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zipcode: \_\_\_\_\_

Purchase Order # if appropriate: \_\_\_\_\_

Attention Accounts Payable: \_\_\_\_\_

If paying by Visa, Master Card, or American Express:

Full Name on Card: \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

**OTHER NOTES**

Preventative Maintenance, Service and Repair calls are provided during Southwest Solutions Group's normal work hours Monday - Friday, excluding holidays.

This Agreement does not cover repairs for damages caused by acts of God, vandalism or misuse. Southwest Solutions Group is not responsible for delays or failure to furnish parts or service caused by acts of God, labor unrest, failure of transport or operational errors and causes beyond the control of Southwest Solutions Group.

To help ensure proper operation, you should perform all routine periodic housekeeping duties as outlined in your system's operating manual. You must ensure no foreign matter or debris falls into areas that may hinder normal operation of the equipment, resulting in equipment failure.

Coverage under this Agreement will be voided if the equipment is dismantled, relocated or substantially modified without prior approval from Southwest Solutions Group.

Nolan M. Fields IV 5/22/19  
**APPROVED AS TO FORM**  
**ASSISTANT DISTRICT ATTORNEY**



CONTRACT / AGREEMENT RENEWAL

Department: Administrative Services

Vendor: Crowley Micrographics Inc

Describe Product / Service provided by this contract: Onsite Full Coverage  
preventive contract and software support for Mekel MACH 10 machines

Original CMF # 244479

Dated: 4/30/18

Current CMF # 244479

Dated: 4/30/18

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect for the fiscal year \* 2019 - 2020 and shall be effective upon full execution of this contract/agreement renewal. \*Note: Fiscal Year is July 1-June 30

Vendor: [Signature]

Printed Name: Cassie Hahn

Date: 5/23/2019

Approved by the Board of County Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Michael Willis  
Tulsa County Clerk

\_\_\_\_\_  
Chairman, Board of County Commissioners  
Tulsa County

NOTE: Original to County Clerk for placement on Board of County Commissioners' Meeting Agenda



MICHAEL WILLIS  
TULSA COUNTY CLERK

2019 MAY 22 PM 12:08

**CONTRACT / AGREEMENT RENEWAL**

Department: Parks

Vendor: Tulsa Community Foundation / Park Friends

Describe Product / Service provided by this contract: Banking and Investment Services

Original CMF # 224173 Dated: 4/3/12

Current CMF # 244844 Dated: 5/29/18

The Board of County Commissioners, on behalf of the department above, by this renewal adopts and ratifies all the provisions and terms in the original or the most recent renewal of the contract/agreement, without amendments or addendums, as if the terms and provisions were set out in full herein.

The terms of this contract/agreement shall be in full force and effect for the fiscal year \*

2019 - 2020 and shall be effective upon full execution of this

contract/agreement renewal. \*Note: Fiscal Year is July 1-June 30

Vendor: [Signature]

Printed Name: WILLIAM J. SAVAGE

Date: 5/15/2019

Approved by the Board of County Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

Michael Willis  
Tulsa County Clerk

Chairman, Board of County Commissioners  
Tulsa County

# TULSA COUNTY INVENTORY RESOLUTION

Original to the County Clerk's Office for placement on the Board of County Commissioners meeting agenda for

May 28, 2019

BOCC Meeting Date

WHEREAS, the following inventory has been (please mark one):

<input type="checkbox"/> LOST	<input type="checkbox"/> LEASE-PURCHASE	<input checked="" type="checkbox"/> TRANSFERRED
<input type="checkbox"/> SOLD	<input type="checkbox"/> RENTAL	<input type="checkbox"/> CONFISCATED
<input type="checkbox"/> STOLEN	<input type="checkbox"/> JUNKED	<input type="checkbox"/> _____

From: (DEPARTMENT / LOCATION) Purchasing

To: (DEPARTMENT / LOCATION) Human Resources

Item Name/Description: Apple iPad 2 w/Wi-Fi 64GB

Asset No.: 12130

Tag No.: 12130 Serial No.: DLXFLE86DFJ3

Comments:

Transferred to Human Resources.

BE IT RESOLVED this change shall be made in the records filed with the Tulsa County Clerk,  
and in the computerized inventory program for capital assets .

Date

5-20-19

Date

5/20/19

Initiating Elected Official or Division Director

Receiving Elected Official or Division Director

[Signature]

[Signature]

Date

Chairman, Board of County Commissioners



**Note:** Use for multiple items. If more space is required, make a copy of this form and attach to resolution.

[illegible]

ASSET	DESCRIPTION	SERIAL/PARCEL	DATE ACQ	ACQ COST
12130	APPLE IPAD 2 W/WIFI 64GB	DLXFLE86DFJ3	04/26/11	799.00

---

**TULSA COUNTY**

**PURCHASING  
DEPARTMENT**

---

BID#: 755  
VENDOR#: 8968  
CC#: 4300 115 0000

# MEMO

DATE: MAY 16, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MATNEY M. ELLIS  
PURCHASING DIRECTOR



SUBJECT: SOLE SOURCE DESIGNATION-KIRBY-SMITH MACHINERY, INC.

THE TULSA COUNTY PURCHASING DEPARTMENT AND THE TULSA COUNTY HIGHWAY DEPARTMENT RESPECTFULLY REQUESTS THE BOARD OF COUNTY COMMISSIONERS TO APPROVE THE ATTACHED "REQUEST FOR WAIVER OF SOLICITING BIDS OR QUOTES" AND SOLE SOURCE DESIGNATION TO KIRBY-SMITH MACHINERY, INC.

KIRBY-SMITH MACHINERY, INC.  
12321 E. PINE ST.  
TULSA, OKLAHOMA 74116  
ATTN: GREGG ASH

KIRBY-SMITH MACHINERY, INC. IS THE ONLY AUTHORIZED DEALER IN OKLAHOMA PROVIDING SALES, PARTS AND SERVICE FOR ALL DRESSER, GALION, HAMM, KOMATSU, LEEBOY, ROSCO AND ALL GRADALL PRODUCTS.

THIS REQUEST IS RESPECTFULLY SUBMITTED FOR YOUR APPROVAL.

MME/rjm  
ATTACHMENT

ORIGINAL: MICHAEL WILLIS, COUNTY CLERK FOR THE MAY 28, 2019 AGENDA

# REQUEST FOR WAIVER OF SOLICITING BIDS OR QUOTES

DATE: MAY 16, 2019

## TO THE BOARD OF COUNTY COMMISSIONERS

It is recommended that soliciting bids/quotes be waived on the following request of  
TULSA COUNTY HIGHWAY DEPARTMENT for the reason(s) stated below.  
REQUESTING DEPARTMENT

  
PURCHASING DIRECTOR

MATNEY M. ELLIS

- ↑ Emergency
- ↑ Sole manufacturer (*must* be documented).
- Sole supplier (*must* be documented).
- ↑ Other products of similar nature are incompatible with existing products.
- ↑ Purchase of similar products will adversely affect warranty, guarantee or service agreement on existing products.

↑ \_\_\_\_\_

### Description:

KIRBY-SMITH MACHINERY, INC. IS THE ONLY AUTHORIZED DEALER IN OKLAHOMA PROVIDING SALES, PARTS, AND SERVICE FOR ALL DRESSER, GALION, HAMM, KOMATSU, LEEBOY, ROSCO AND ALL GRADALL PRODUCTS.

KIRBY-SMITH MACHINERY, INC.  
12321 E. PINE STREET  
TULSA, OKLAHOMA 74116  
ATTN: GREGG ASH

(918) 438-1700 PHONE  
(918) 437-7065 FAX  
[gash@kirby-smith.com](mailto:gash@kirby-smith.com)

- ↑ Waiver of bidding or quoting process is approved.
- ↑ Waiver of bidding or quoting is *not* justified.  
Standard bidding or quoting will be followed.

\_\_\_\_\_  
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
DATE





Tulsa County Purchasing Department  
Attn: Purchasing Coordinator  
500 S Denver Ave Room 322-A  
Tulsa, OK 74103-3832

Re; Sole Source Letter

Wednesday, May 15, 2019

Please be advised that Kirby-Smith Machinery, Inc is the only authorized dealer in Oklahoma providing Sales, Parts and Service for Hamm, Komatsu, Dresser, Galion, Lee Boy, Rosco, and all Gradall Products.

Should you have any questions or need anything further please advise.

Sincerely,

Gregg Ash  
AED Certified Parts Manager  
**KIRBY-SMITH MACHINERY, INC.®**  
12321 E Pine Street  
Tulsa, OK 74116  
[gash@kirby-smith.com](mailto:gash@kirby-smith.com)  
(918) 438-1700 Office  
(918) 408-2505 Cell  
[www.kirby-smith.com](http://www.kirby-smith.com)





# Tulsa County Purchasing

## Sole Source or Sole Brand Acquisition Certification

Date: 05/10/2019

County Department: Highways

Supplier Name: Kirby Smith Machinery, Inc.

Supplier Address: 12321 East Pine Street, Tulsa, OK, 74116

Supplier Phone: 918-438-1700

I hereby affirm that pursuant to the provisions of the attached requisition or contract that

Kirby Smith Machinery, Inc.  
(Name of Supplier)

is the only person or business entity singularly qualified to provide the acquisition, and if a product is the only brand or product which is unique, for the following reasons:

Only dealer in Oklahoma providing sales, parts and service for Lee Boy, Rosco, Hamm, Komatsu, Dresser, Galion and all Gradall equipment.

The following is a brief description of all efforts which were made to verify that the services or products to be purchased pursuant to the provisions of the attached requisition or contract qualify as a sole source or sole brand acquisition:

Checked for other dealers in this area that sell and service these brands of equipment.

I understand that the signing of this certification knowing such information to be false may subject me to punishment for perjury.

Tom Rami  
(Signature of Certifying Officer)

**TULSA  
COUNTY  
Engineering  
Division**

# **MEMORANDUM**

**DATE:** May 21, 2019

**TO:** Board of County Commissioners

**FROM:** Tom Rains, County Engineer



**SUBJECT:** Utility permit for AT&T

---

We present for your approval a utility permit for AT&T to install fiber cable. To parallel 106<sup>th</sup> St N approximately 1000 ft W of the intersection of 106<sup>th</sup> St N and Garnett Rd.

Installation will be by trenching and boring for a 144 fiber line and a 2" casing.

**TR:bd**  
**Attachments**

**Original:** Michael Willis, County Clerk, for the May 28, 2019 Agenda

TULSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

UTILITY PERMIT

NO. \_\_\_\_\_

TYPE OF INSTALLATION: Buried Telephone Cable

This authority executed in the original and three copies this 16 day of May, 20 19

By the Tulsa County Board of Commissioners, hereinafter called the "COUNTY", witnessed:

That the COUNTY does by these presents, grant to:

Applicant AT&T David Hendrickson

Mailing Address 509 S Detroit Ave

City Tulsa Tulsa, Ok. OK Zip 74120

A permit to erect, construct and maintain a Fiber Cable along, upon or across the hereinafter described County Highway (s) for the purpose of transporting, selling, and using that portion of said County Highway (s) being shown on the attached drawing (s) and further described as follows:

To Parallel 106 St N approximately 1000'  
Cross or parallel County Highway name or number

miles w of the intersection of 106 n and Garnett and further described as 1000 feet w of the  
N.E.S.W. Junction or other definite point N.E.S.W.

SE corner of Section 07, Township 21N, Range, 14E, Tulsa County.

The installation will be made in the following manner: Trench & Bore  
(boring, pushing, cut slab, overhead crossing and other description)

Size of Line: 144 Fiber Size of Casing: 2"

Exhibit A is a part of this permit.

This permit is granted subject to the following conditions, requirements and covenants, to-wit:

1. Work to be performed on County right-of-way must be under the direction of the Tulsa county Engineer, who must be notified of the time when the work is to begin. Under no circumstances will any work be done on County right-of-way until approval of the Tulsa County Engineer has been obtained.
2. One copy of an approved permit must be kept at the work site for inspection by the Tulsa County Engineer or his representative. Applicant will be required to have an inspector or engineer present at all time during construction to insure that installation is made in accordance with plans.
3. The applicant must agree to hold the COUNTY harmless for any damage (s) or injury (ies) to any person(s) or property (ies) caused by or resulting directly or indirectly from the construction, maintenance, operation or repair of the facilities on, under, or over the County right-of-way and must further agree to reimburse the COUNTY for any repair of any damage to COUNTY facilities caused by the construction and/or operation of the applicant's facility.
4. All work on the County right-of-way is to be done in accordance with the current Standard Specifications for Highway Construction, Oklahoma State Highway Commission, and at the conclusion of such work the right-of-way must be cleaned up and left in a presentable condition. This will include replacing any protective grass cover destroyed by trenching or operation of equipment, and correcting any other damage that may have been caused, as directed by the COUNTY. The applicant shall require the contractor or whoever installs the facilities to deposit with the COUNTY a cashier's check, certified check, cash or bond which is to insure the cost to the COUNTY for restoring the area to its original state, if not restored by the installer. The minimum deposit or bond will be based on fifty cents per lineal foot paralleling the highway, two dollars per lineal foot for boring and five dollars per lineal foot for trenching when trenching is necessary. The measurement to determine the amount of deposit shall be measured along centerline of trench for paralleling roadway, and for boring or trenching the measured centerline of trench from right-of-way line to right-of-way line. After final inspection by the County Engineer's Office, and an additional period of ninety days, the deposit less any amount not used to restore the area shall be returned to the depositor.
5. The applicant must furnish all flagmen, lights, barricades, and warning signs deemed necessary by the COUNTY, during the construction maintenance, or repair of its facilities on the County right-of-way.
6. When notified to do so by the COUNTY, the applicant agrees to make all changes in the facilities on a County right-of-way at the applicant's own expense, unless otherwise provided by law or order of the COUNTY.
7. Clearance above the traffic lanes of the highway at all pole line crossings should comply with applicable safety codes, but will not be less than 20 feet at a temperature of 69 degrees Fahrenheit. All poles, posts, stubs, fixtures, down guys, wires, and other appurtenances must be kept in good repair at all times and must be free from weeds and brush within a 5-foot area no more than 4 feet inside the right-of-way line, unless otherwise approved by the COUNTY.
8. All underground crossing of the right-of-way must be encased from right-of-way line to right-of-way line at a minimum depth of 48 inches below the bottom of the surfacing, but not less than 30 inches below the bottom of the ditches, unless otherwise approved by the COUNTY.

All encased crossings must be sealed at both ends and vented outside of right-of-way line. The vents should be sized to allowed proper release of carrier pipe contents in case of failure. The minimum pipe size for vents is 2-inch nominal, and the vent must extend a minimum of 36 inches above natural ground level. The owner must install identification markers at each right-of-way line directly above the facility. Such markers may be attached to vents or to a right-of-way fence. The markers may be in the owner's standard design, but must identify the owner and size of the facility, and must be erected at a location plainly visible from within the highway right-of-way.

The casing must be designed to sustain roadway loadings, contain and divert from the roadway the contents of the carrier pipe, and to have a life expectancy equal to or greater than the carrier pipe.

Encasement for underground telephone and power lines, or similar facilities, should comply with the above except for the installation of vents, end seals, and the ability to contain and divert.

Steel pipelines crossing the right-of-way may be installed without encasement if the installation is in accordance with "Special Provisions for the Installation of Underground Pipelines...". This Special Provision stipulates in part that carrier pipe material within the right-of-way must be superior to the carrier pipe material outside the right-of-way by being of steel at least one grade better, or a minimum of one wall width thicker and the same alloy. Pipe must be 48 inches below the flow line of drainage ditches and all other highway drainage facilities, and must be properly protected from corrosion.

Nonpressurized facilities, such as sanitary sewer lines, crossing the highway right-of-way may be approved without the use of encasement, if cast iron or material of equal or better quality is used, with the understanding that maintenance will be performed by a method that will not disturb the through lanes or interfere with traffic.

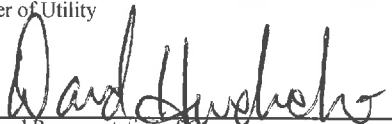
All underground crossings must be installed by boring or pushing or other approved methods. The method and equipment for the installation must be approved by the COUNTY. Wet boring or jetting will not be permitted unless special approval is obtained from the COUNTY. If considered necessary, pressure grouting of the voids will be required. This will generally be required when the diameter of the bore exceeds the outside diameter of the pipe by two inches or more. In the interest of safety, trenching and the parking of equipment should be performed as far as possible from traffic lanes. In unusual cases where trenching is necessary, a special plan with specifications will be developed by the owner with assistance from the COUNTY, setting out the method for controlling the traffic, placement of the facility, and proper restoration of the roadway. This method must bear the recommendation of the COUNTY.

Parallel facilities must be installed no more than 4 feet inside the right-of-way line and buried a minimum depth of 30 inches below the ditch flow line. The ditch must be backfilled to a density equal to the adjacent soil, and approved by the COUNTY.

- 9. The applicant must agree to refrain from disturbing trees, shrubbery or any part of the landscape without approval of the COUNTY. If it becomes necessary to disturb trees or shrubbery, applicant intentions must be plainly stated in the application, which will include size and kind of trees and shrubs, and disposition during installation.
- 10. Blasting will not be permitted within the highway right-of-way except in unusual cases and only with special approval from the County Engineer.
- 11. The applicant must agree to hold the COUNTY harmless for any and all damage that the utility facilities might sustain while occupying County right-of-way.
- 12. Applicant assures that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1973,33 V.S.C. 1334.
- 13. Contractor for this project \_\_\_\_\_ , address \_\_\_\_\_

This permit may be revoked for noncompliance.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ , 20\_\_\_\_\_ .

AT&T  
Owner of Utility  
David Hendrickson   
Authorized Representative of Company

Manager Engineering Design  
Title

Attest: \_\_\_\_\_  
Secretary

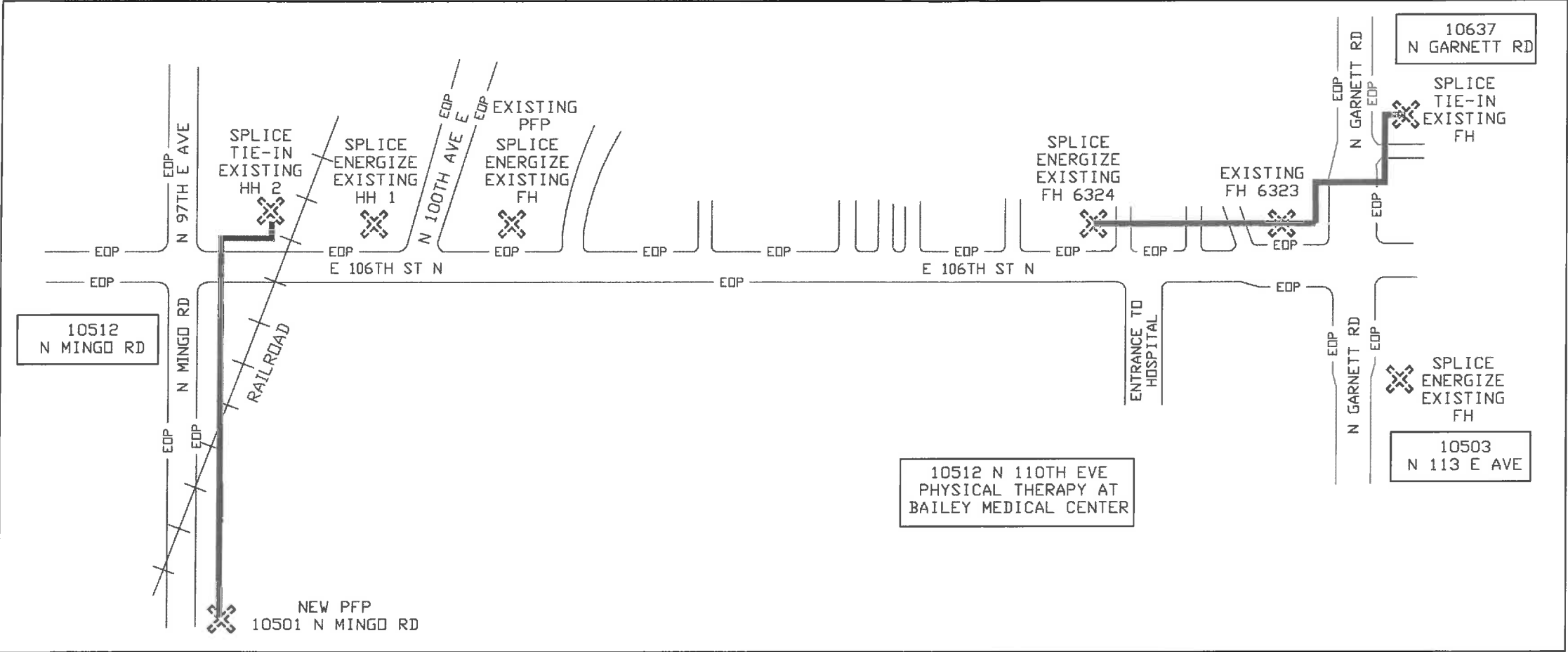
Accepted this \_\_\_\_\_ day of \_\_\_\_\_ , 20\_\_\_\_\_ .

BOARD OF COUNTY COMMISSIONERS  
TULSA COUNTY, OKLAHOMA

Chairman

Attest: \_\_\_\_\_  
County Clerk

LOCATION MAP



SPECIAL  
CIRCUITS

N

6203

FORWARDED

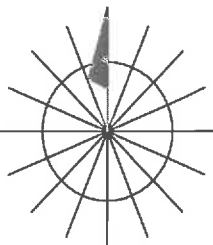
N

PERMIT

REQUIRED

Y

OWASSO/TULSA COUNTY



NORTH ARROW

OPERATING RANGE OF JOB STEPS

TASK \_\_\_\_\_ TO \_\_\_\_\_

MFRC 845C/822C

TRANSMISSION ZONE

RZ 0

CZ 0

TAPER CODE 1208PD

CAUTION HIGH VOLTAGE

KV 0.00

AERIAL N

BURIED N

HIGHWAY PERMIT NO.

Utility CO

REP NAME

REP TEL NO.

POLE CONTACTS (+)0 (-)0

Utility CO

REP NAME

REP TEL NO.

POLE CONTACTS (+)0 (-)0

Utility CO

REP NAME

REP TEL NO.

POLE CONTACTS (+)0 (-)0

PROJECT NO A01K0W3

TOT.PRINTS 7

PRINT NO.1

NPA/NNX: 918-272

PRT:918272

EXCH. OWASSO

TAX DIST. TC040

GEO LOC. RQ4016

ENGR. DH

DRAWNCT

TELEPHONE NO.(539) 444-1064

REC. REF.240-020-33

MAP REF.

SCALE NONE

ISSUE DATE05/09/2019

PROJ TITLE PFP - 10501 N MINGO

REV. NUMBER

DATE REV.

GPON Optics	Class B+
Feeder Fiber Length (kft) from CO or Remote OLT	51.2
Avg. Feeder Splicing Interval (kft) - This is not the number of splices	4.0
Optitip Connectors in lieu of splices (Choose 0-2 from drop-down list)	0
Distribution Length (kft) - PFP to FST	4.0
Total Length	55.2
Splitter Type	1x16
Max. Feeder + Splitter EML - Engineered Measured Loss (dBm) for 1310 nm downstream from distribution side of PFP splitter to OSP fiber panel at OLT location (Location "Q" to "H" on Optical Budget Diagram)	22.1
Max. Feeder + Splitter EML - Engineered Measured Loss (dBm) for 1490 nm upstream from OSP fiber panel at OLT location to distribution side of PFP splitter (Location "H" to "Q" on Optical Budget Diagram)	20.5
Distribution F2 EML - PFP to FST for 1310nm	2.4
Distribution F2 EML - PFP to FST for 1490nm	2.6
Total EML OLT to FST for 1310nm	24.5
Total EML OLT to FST for 1490nm	23.1



07/19/2019

1 READY FOR SERVICE TR

**PERMIT REQ BY OWASSO, OK/TULSA COUNTY/LOCATES - DIAL "811"**  
All U/E & R/W to be Surveyed & Staked  
Bury/Bore All Fiber Cable at 36"min  
Unless Otherwise Noted

FOR QUESTIONS OR CONCERNS REGARDING ENGINEERING DESIGN, PLEASE CONTACT DAVID W HENDRICKSON  
CELL: 918-978-4952 OR  
EMAIL: DH5972@ATT.COM

--Proprietary--

Not for use or disclosure outside the AT&T companies except under written agreement.

1 SBQ2MR-360  
845M, 1153', 2011  
DW002, 1-8  
A, 9-12  
DW002, 13-22  
A, 23-26  
DW002, 27-30  
A, 31-36  
DW002, 37-40  
A, 41-74  
DW002, 27-30  
A, 31-42  
DW007, 89-98  
C, 53-54  
DW007, 101-112  
A, 117-120  
DW007, 67-72  
A, 77-86  
DW007, 87-90  
A, 91-96  
A, 141-146  
B, 103-106  
DW007, 107-108  
A, 151-154  
A, 113-114  
DW007, 115-118  
B, 167-172  
DW007, 125-126  
B, 175-180  
DW007, 133-144  
B, 193-220  
DW007, 173-180  
A, 181-198  
DW007, 199-204  
A, 205-216  
DW007, 217-232  
A, 233-240  
DW007, 241-288  
B, 337-360

2 SBQ2MT-216  
845M, 1276', 2011  
CVDW360, 1-24  
CVDW421, 1-56  
B, 81-84  
CVDW421, 61-94  
DW007, 119-120  
B, 121-126  
DW007, 127-132  
B, 133-138  
DW007, 859-862  
B, 143-144  
DW007, 313-324  
B, 157-172  
DW007, 173-174  
B, 175-198  
B, 199-216

3 ANMW-400  
45M, 1027', 2011  
10503N113, 1-300  
10503N113, 601-700

4 ANMW-600  
45M, 130', 2011  
A, 1-5  
S, 506-510  
A, 11-25  
EX04, 301-325  
A, 51-55  
S, 806-810  
A, 61-75  
S, 141-150  
A, 86-90  
S, 121-124  
A, 95-97  
S, 198-200  
10503N113, 401-550  
10503N113, 576-600  
10503N113, 701-850  
A, 426-435  
EX04, 415-464  
A, 486-600

6 ANMW-900  
45M, 4', 2005  
1208IP, 1-200  
DPG1208, 201-550  
1208IP, 1-200  
DPG1208, 751-900

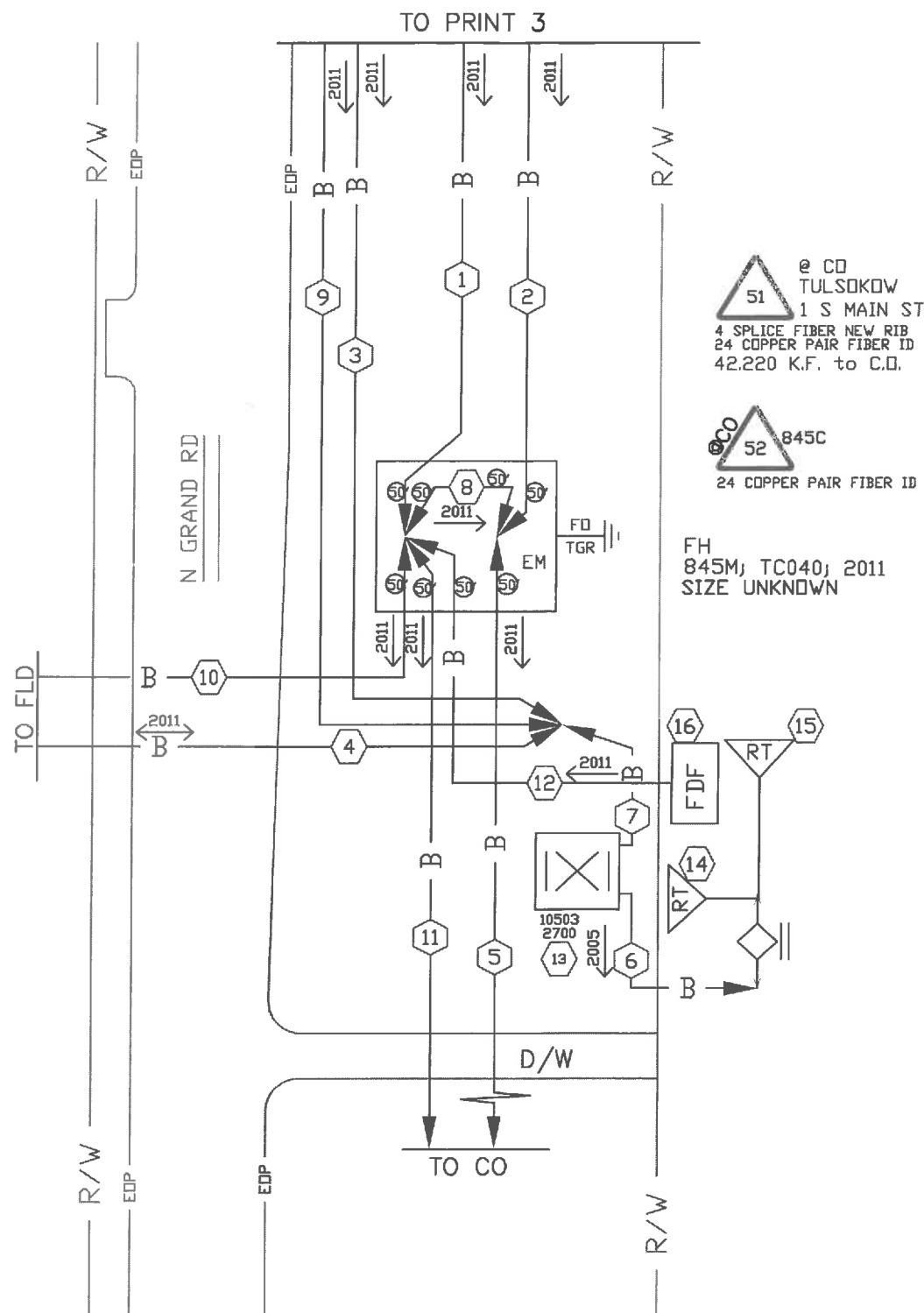
7 ANMW-900  
45M, 30', 2005  
10503N113, 1-890  
S, 141-145  
S, 121-124  
S, 150-150

5 54Q2MX-864  
845M, 272', 2011  
CVDW360, 1-24  
A, 25-30  
DW007, 31-48  
A, 49-52  
DW007, 53-54  
A, 55-66  
DW007, 67-72  
A, 73-76  
DW007, 77-84  
A, 85-86  
DW007, 87-90  
A, 91-102  
B, 103-106  
DW007, 107-108  
A, 109-114  
DW007, 115-120  
B, 121-124  
DW007, 125-144  
B, 145-172  
DW007, 173-180  
B, 181-192  
A, 193-194  
B, 195-198  
DW007, 199-204  
A, 205-216  
DW007, 217-300  
A, 301-312  
DW007, 313-432  
A, 433-576  
DW007, 577-828  
A, 829-852  
DW007, 853-864

8 SBQ2MR-288  
845M, 130', 2011  
A, 1-30  
DW007, 31-48  
A, 49-52  
DW007, 53-54  
A, 55-66  
DW007, 67-72  
A, 73-76  
DW007, 77-84  
A, 85-86  
DW007, 87-90  
A, 91-102  
B, 103-106  
DW007, 107-108  
A, 109-114  
DW007, 115-118  
A, 119-120  
B, 121-124  
DW007, 125-126  
A, 127-132  
DW007, 133-144  
B, 145-174  
DW007, 175-180  
B, 181-192  
A, 193-194  
B, 195-198  
DW007, 199-204  
A, 205-216  
DW007, 217-232  
A, 233-240  
DW007, 241-288

9 ANMW-100  
45M, 1144', 2011  
10503N113, 301-375  
A, 76-100

10 SBQ2MT-048  
845M, 1113', 2011  
A, 1-4  
DW007, 77-84  
A, 13-16  
DW007, 125-126  
A, 19-22  
DW002, 23-28  
A, 29-30  
DW002, 51-52  
A, 53-54  
DW002, 35-36  
A, 37-40  
DW002, 41-48



AT&T ENGINEER  
DAVID W HENDRICKSON  
CELL: 918-978-4952  
EMAIL: DH5972@ATT.COM

ASSOCIATED F2  
PROJECT: A01K0JM

11 SBQ2MT-144  
845M, 272', 2011  
DW002, 1-52  
A, 53-58  
DW002, 59-72  
A, 73-96  
DW002, 97-102  
A, 103-108  
DW002, 109-110  
A, 111-120  
DW002, 121-130  
A, 131-132  
DW002, 133-144

12 SBQ2MT-048  
845M, 100', 2011  
DW007, 43-48  
A, 7-8  
DW002, 9-12  
A, 13-30  
DW002, 31-34  
A, 35-48

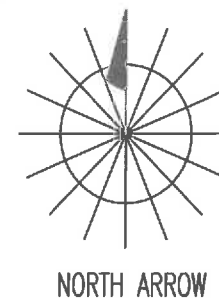
13 10503 N 113 E AVE  
BXCNNL2700#710, 45M, 2005, TC040, SAI-2700  
In: DB, 1-200 B.P. 1-200  
DPG1208, 201-550 B.P. 201-550  
1208IP, 1-200 B.P. 551-750  
DPG1208, 751-882 B.P. 751-882  
DB, 883-890 B.P. 883-890  
S, 141-145 B.P. 891-895  
S, 121-124 B.P. 896-899  
S, 150-150 B.P. 900-900  
Out: 10503N113, 1-1600 B.P. 1-1600  
1208IP, 1-200 B.P. 1601-1800  
2700 PR SAI

14 TERMINAL  
845M, TC040, 2005  
HUT, DWSSDKFU  
10503 N 113 E AVE  
DPG1208, 1-900

15 RT-HUT  
257M, TC040, 2006  
HUT, R60821  
DWSSDKFU  
10503 N 113 E AVE  
DPG1208A, 1-900

16 845M, TC040, 2005  
701220170, R60821  
DWSSDKFU  
10503 N 113 E AVE  
DW007, 43-48  
A, 7-8  
DW002, 9-12  
A, 13-30  
DW002, 31-34  
A, 35-48

SPECIAL  
CIRCUITS N  
6203  
FORWARDED N  
PERMIT  
REQUIRED N  
DWASSO



OPERATING RANGE OF JOB STEPS

TASK 51 TO 52

MFRC 845M

TRANSMISSION ZONE

RZ 0 CZ 0 TAPER CODE 1208P

CAUTION HIGH VOLTAGE

KV 0.00 AERIAL N BURIED Y

HIGHWAY PERMIT NO.

Utility CO AEPD - AEP/PSD

REP NAME

REP TEL NO. (918) 596-2000

POLE CONTACTS (+) 0 (-) 0

Utility CO

REP NAME

REP TEL NO.

POLE CONTACTS (+) 0 (-) 0

Utility CO

REP NAME

REP TEL NO.

POLE CONTACTS (+) 0 (-) 0

PROJECT NO A01K0W3

TOT.PRINTS 7 PRINT NO.2

NPA/NNX: 918-272 PRT:918272

EXCH. DWASSO

TAX DIST. TC040

GEO LOC. RQ0416

ENGR. DHX DRAWNCT

TELEPHONE NO. (539) 444-1064

REC. REF.240-020-53

MAP REF.

SCALE NONE

ISSUE DATE05/09/2019

PROJ TITLE PFP - 10501 N MINGO

REV. NUMBER

DATE REV.

--Proprietary--

Not for use or disclosure outside the AT&T companies except under written agreement.

1 BHAA-75  
2M, 748', 1959  
10503N113, 301-375

2 SBQ2MT-216  
82M, 1326', 2011  
CVDW360, 1-24  
B, 25-80  
CV007, 81-84  
B, 85-118  
DW007, 119-120  
B, 121-126  
DW007, 127-132  
B, 133-138  
C, 139-142  
B, 143-172  
DW007, 173-174  
B, 175-192  
DW007, 325-336  
B, 205-216

3 SBQ2MT-024  
845M, 1326', 2016  
PDN11079NG, 601-606  
D, 7-18  
DW007, 859-862  
D, 23-24

4 SBQ2MT-048  
845M, 1875', 2015  
A, 1-6  
CV007, 67-72  
DW007, 313-324  
A, 25-25  
CV007, 81-84  
A, 30-40  
DW007, 233-240

5 SBQ2MR-360  
845M, 0', 2011  
DW002, 1-8  
A, 9-12  
DW002, 13-22  
A, 23-26  
DW002, 27-30  
A, 31-36  
DW002, 37-40  
A, 41-74  
A, 27-30  
DW007, 31-42  
C, 89-98  
DW007, 53-54  
A, 101-112  
DW007, 67-72  
A, 117-120  
A, 77-86  
DW007, 87-90  
A, 91-96  
A, 141-146  
B, 103-106  
DW007, 107-108  
A, 151-154  
A, 113-114  
DW007, 115-118  
B, 167-172  
DW007, 125-126  
B, 175-180  
DW007, 133-144  
B, 193-220  
DW007, 173-180  
A, 181-198  
DW007, 199-204  
A, 205-216  
DW007, 217-232  
A, 233-240  
DW007, 241-288  
B, 337-360

6 SBQ2MT-216  
845M, 0', 2011  
CVDW360, 1-24  
CVDW421, 1-56  
B, 81-84  
CVDW421, 61-94  
DW007, 119-120  
B, 121-126  
DW007, 127-132  
B, 133-138  
DW007, 859-862  
B, 143-144  
DW007, 313-324  
B, 157-172  
DW007, 173-174  
B, 175-198  
DW007, 337-360

7 ANMW-400  
45M, 0', 2011  
10503N113, 1-300  
10503N113, 601-700

8 SBQ2MT-048  
845M, 1292', 2011  
LM050, 1-24  
LG002, 1-12  
A, 37-48

10 ANMW-100  
45M, 0', 2011  
10503N113, 301-375  
A, 76-100

11 - POLY-PIPE-4 60'

12 - POLY-PIPE-4 70'

13 - POLY-PIPE-4 60'

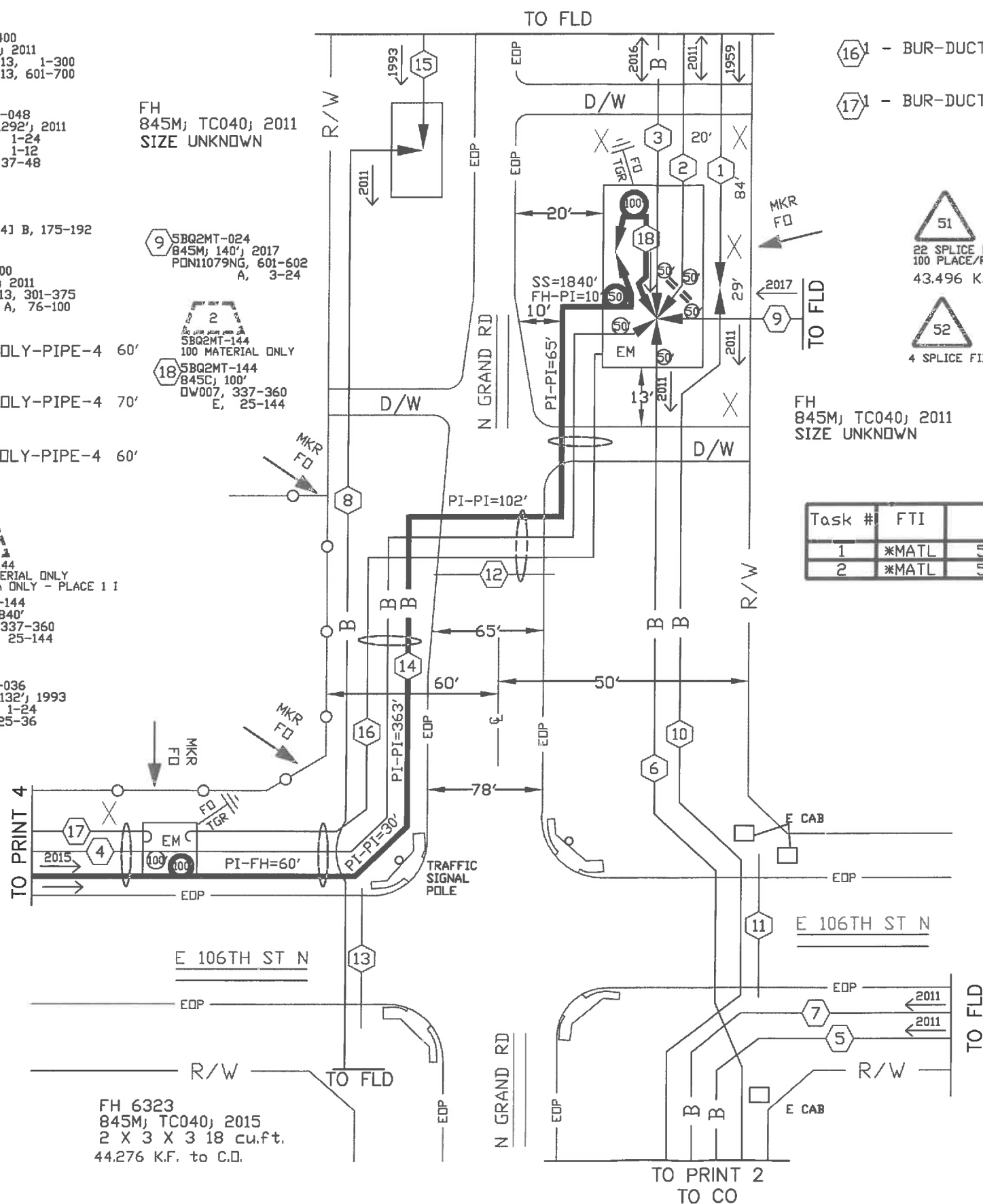
14 SBQ2MT-144  
845C, 1840'  
DW007, 337-360  
E, 25-144

15 34Y2BT-036  
845M, 2132', 1993  
LM050, 1-24  
C, 25-36

FH 845M, TC040, 2011  
SIZE UNKNOWN

9 SBQ2MT-024  
845M, 140', 2017  
PDN11079NG, 601-602  
A, 3-24

2 SBQ2MT-144  
100 MATERIAL ONLY  
845C, 100'  
DW007, 337-360  
E, 25-144



FH 6323  
845M, TC040, 2015  
2 X 3 X 3 18 cu.ft.  
44.276 K.F. to C.D.

16 - BUR-DUCT-2 630'

17 - BUR-DUCT-2 1010'

51  
22 SPLICE FIBER NEW RIB  
100 PLACE/REMOVE CABLE S  
43.496 K.F. to C.D.

52  
4 SPLICE FIBER NEW RIB

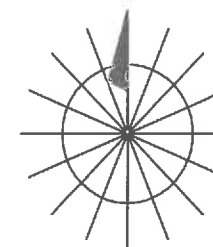
FH 845M, TC040, 2011  
SIZE UNKNOWN

Task #	FTI	Materials	Acct Code	Tax Dist	Tax Qty	Mort Year
1	*MATL	SBQ2MT-144	845C	TC040	1840	0
2	*MATL	SBQ2MT-144	845C	TC040	100	0

AT&T ENGINEER:  
DAVID W HENDRICKSON  
CELL: 918-978-4952  
EMAIL: DH5972@ATT.COM

ASSOCIATED F2  
PROJECT: A01K0JM

SPECIAL  
CIRCUITS N  
6203  
FORWARDED N  
PERMIT  
REQUIRED N  
DWASSD



NORTH ARROW

OPERATING RANGE OF JOB STEPS

TASK 1 TO 52

MFRC 845C

TRANSMISSION ZONE  
RZ 0 CZ 0 TAPER CODE 1208PD

CAUTION HIGH VOLTAGE  
KV 7.60 AERIAL N BURIED Y

HIGHWAY PERMIT NO.

Utility CO AEPD - AEP/PSD  
REP NAME  
REP TEL NO. (918) 599-2000  
POLE CONTACTS (+) 0 (-) 0

Utility CO  
REP NAME  
REP TEL NO.  
POLE CONTACTS (+) 0 (-) 0

Utility CO  
REP NAME  
REP TEL NO.  
POLE CONTACTS (+) 0 (-) 0

PROJECT NO A01K0W3

TOT.PRINTS 7 PRINT NO.3  
NPA/NNX: 918-272 PRT:918272  
EXCH. DWASSD  
TAX DIST. TC040  
GEO LOC. RQ4016  
ENGR. DHX DRAWNCT  
TELEPHONE NO. (539) 444-1064  
REC. REF. 240-020-53  
MAP REF.  
SCALE NONE  
ISSUE DATE 05/09/2019  
PROJ TITLE PFP - 10501 N MINGO  
REV. NUMBER  
DATE REV.

--Proprietary--

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1 5BQ2MT-048  
845M, 0', 2015  
A, 1-6  
CV007, 67-72  
DW007, 313-324  
A, 25-25  
CV007, 81-84  
A, 30-40  
DW007, 233-240

3 5BQ2MT-048  
845M, 3933', 2017  
DW007, 313-324  
B, 13-36  
DW007, 337-360  
B, 37-40  
DW007, 233-240

5 1 - BUR-DUCT-2 620'  
6 1 - BUR-DUCT-2  
7 1 - BUR-DUCT-2 80'

2 5BQ2MT-048  
845M, 200', 2015  
A, 1-6  
CV007, 67-72  
A, 13-25  
CV007, 81-84  
A, 30-48

1 PRINT 3  
4 5BQ2MT-144  
845C, 0'  
DW007, 337-360  
E, 25-144

AT&T ENGINEER:  
DAVID W. HENDRICKSON  
CELL: 918-978-4952  
EMAIL: DH5972@ATT.COM

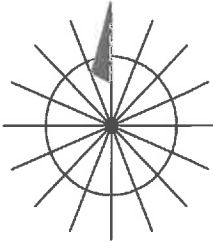
ASSOCIATED F2  
PROJECT: A01K0JM

SPECIAL  
CIRCUITS N

6203  
FORWARDED N

PERMIT  
REQUIRED N

DWASSD



NORTH ARROW

OPERATING RANGE OF JOB STEPS

TASK 51 TO 51

MFRC 845C

TRANSMISSION ZONE

RZ 0 CZ 0 TAPER CODE 1208PD

CAUTION HIGH VOLTAGE

KV 7.60 AERIAL N BURIED Y

HIGHWAY PERMIT NO.

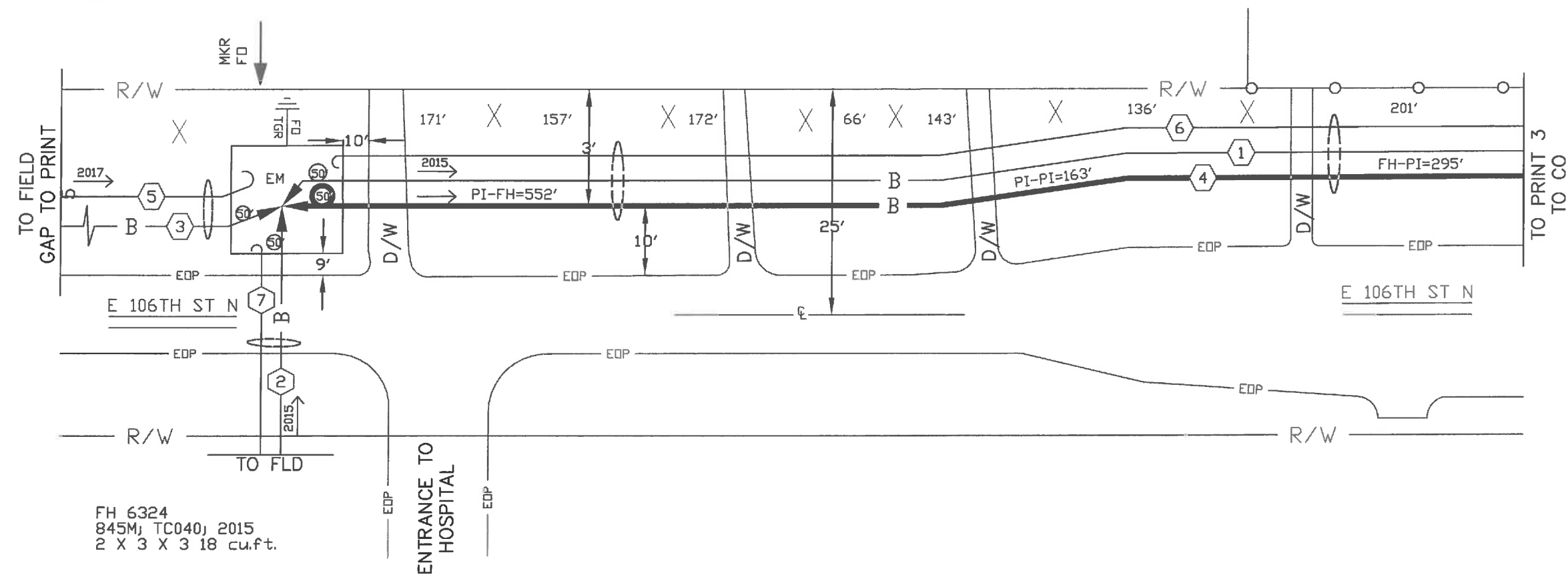
Utility CO AEPD - AEP/PSD  
REP NAME  
REP TEL NO. (918) 599-2000  
POLE CONTACTS (+) 0 (-) 0

Utility CO  
REP NAME  
REP TEL NO.  
POLE CONTACTS (+) 0 (-) 0

Utility CO  
REP NAME  
REP TEL NO.  
POLE CONTACTS (+) 0 (-) 0

PROJECT NO A01K0W3

TOT.PRINTS 7 PRINT NO.4  
NPA/NNX: 918-272 PRT:918272  
EXCH. DWASSD  
TAX DIST. TC040  
GEO LOC. RQ4016  
ENGR. DHX DRAWNCT  
TELEPHONE NO. (539) 444-1064  
REC. REF. 240-020-53 / 240-020-43  
MAP REF.  
SCALE NONE  
ISSUE DATE 05/09/2019  
PROJ TITLE PFP - 10501 N MINGO  
REV. NUMBER  
DATE REV.



FH 6324  
845M, TC040, 2015  
2 X 3 X 3 18 cu.ft.

51  
4 SPLICE FIBER EXISTIN  
45.336 K.F. to C.D.

- 1

SBQ2MT-048  
845M, 4535', 2018  
DW007, 313-324  
B, 13-36 > [DW007, 337-360] B, 13-36  
B, 37-48
- 2

SBQ2MT-048  
845M, 0', 2017  
DW007, 313-324  
B, 13-36 > DW007, 337-360  
B, 37-40  
DW007, 233-240
- 3

SBQ2MT-048  
845M, 670', 2018  
DW007, 313-324  
B, 13-36 > DW007, 337-360  
B, 37-48

- 4

- BUR-DUCT-2
- 5

- CONDUIT-PVC-4 105'
- 6

- 4.00' - STEEL-PIPE 100'
- 7

- CONDUIT-PVC-4 23'
- 8

SBQ2MT-048  
845M, 246'  
DW007, 337-348  
A, 13-48
- 11

BHAP-25  
2M, 1457', 2001  
A, 1-8  
S, 159-160  
S, 161-166  
A, 17-25

- 12

ANAW-25  
45M, 50', 2001  
A, 1-8  
S, 159-160  
S, 161-166  
A, 17-25
- 13

AFAW-300  
45M, 811', 1989  
S, 101-120  
S, 121-125  
S, 126-140  
B, 41-50  
S, 151-160  
S, 161-166  
B, 101-114  
EX04, 415-464  
EX04, 465-475  
EX04, 176-230  
EX04, 301-325  
10503N113, 576-600
- 14

BKMA-25  
45M, 50', 1989  
10503N113, 526-536  
A, 12-13  
10503N113, 539-550

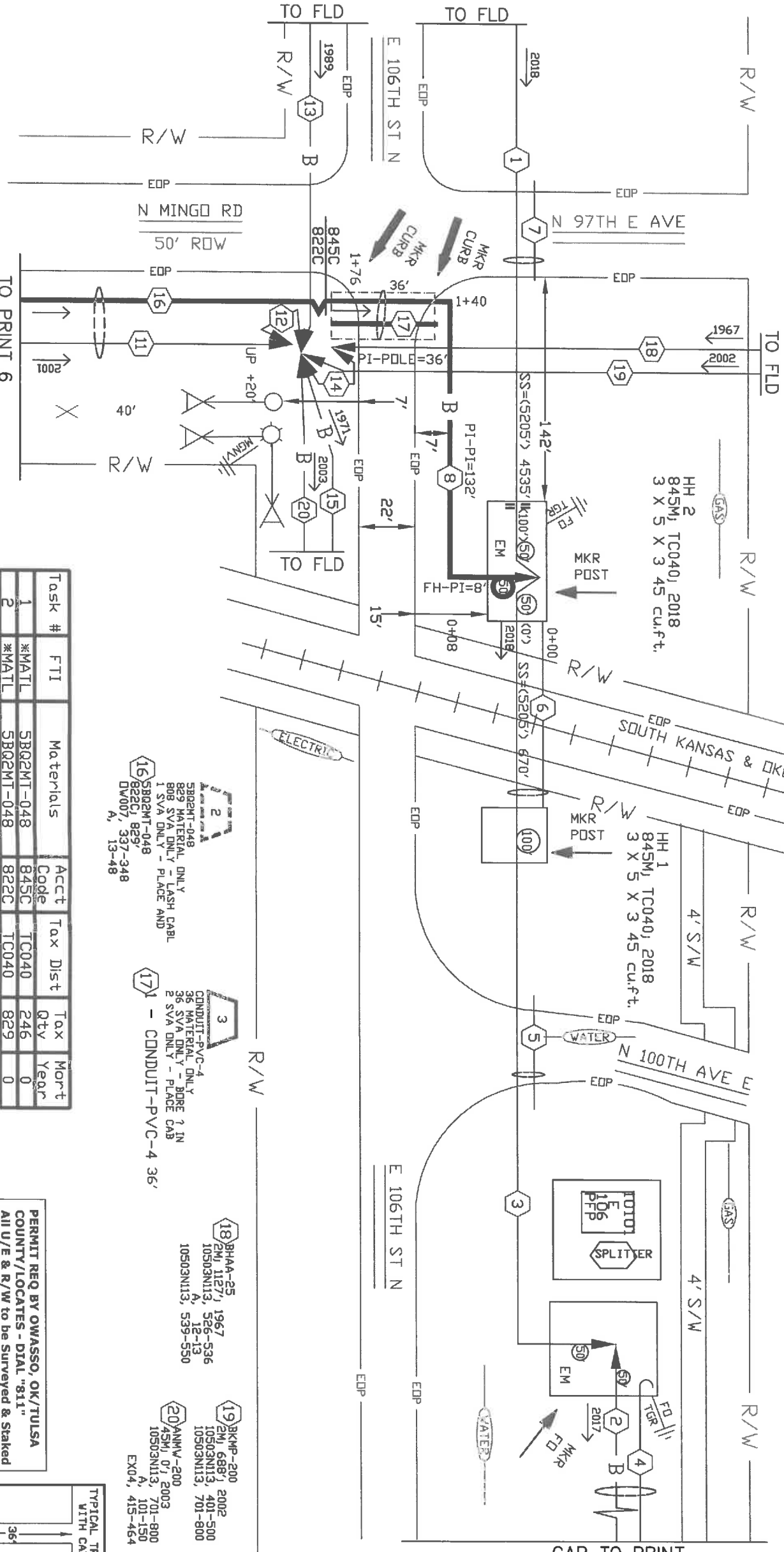
- 15

BHAP-300  
45M, 530', 1971  
S, 101-120  
S, 21-24  
S, 125-200  
10503N113, 401-550  
EX04, 301-325  
10503N113, 576-600

AT&T ENGINEER:  
DAVID V HENDRICKSON  
CELL: 918-978-4992  
EMAIL: DHS722@ATTICOM

ASSOCIATED F2  
PROJECT: A01K0JM

845M  
4 SPLICE FIBER EXISTN  
49,269 K.F. TO C.D.  
FH EMS  
845M, TC040, 2017  
3 X 5 X 3 45 cu.ft.



- 16

SBQ2MT-048  
822C, 829'  
DW007, 337-348  
A, 13-48
- 17

- CONDUIT-PVC-4 36'
- 18

BHAP-25  
2M, 1127', 1967  
10503N113, 526-536  
A, 12-13  
10503N113, 539-550
- 19

BKMP-200  
2M, 688', 2002  
10503N113, 401-500  
10503N113, 701-800
- 20

ANMW-200  
45M, 0', 2003  
10503N113, 701-800  
A, 101-150  
EX04, 415-464

Task #	FTI	Materials	Acct Code	Tax Dist	Tax Qty	Mort Year
1	*MATL	SBQ2MT-048	845C	TC040	246	0
2	*MATL	SBQ2MT-048	822C	TC040	829	0

TYPICAL TRENCH  
WITH CABLE

PERMIT REQ BY OWASSO, OK/TULSA  
COUNTY/LOCATES - DIAL "811"  
ALL U/E & R/W to be Surveyed & Staked  
Bury/Bore All Fiber Cable at 36" min  
Unless Otherwise Noted

--Proprietary--

Not for use or disclosure outside the AT&T companies except under written agreement.

SPECIAL CIRCUITS	N	
FORWARDED	N	
PERMIT REQUIRED	Y	
DWASSO		
OPERATING RANGE OF JOB STEPS		
TASK 1 TO 52		
MFR: 845C / 822C		
TRANSMISSION ZONE		
RZ 0	CZ 0	TAPER CODE 12080D
CAUTION HIGH VOLTAGE		
KV 7.60 AERIAL Y BURIED Y		
HIGHWAY PERMIT NO.		
Utility CO AEPD - AEP/PSD		
REP NAME		
REP TEL NO. (918) 599-2000		
POLE CONTACTS (+) 0 (-) 0		
Utility CO OKLAHOMA NAT GAS CO.		
REP NAME		
REP TEL NO. (800) 664-5463		
POLE CONTACTS (+) 0 (-) 0		
Utility CO RURAL WATER DISTRICT #3		
REP NAME		
REP TEL NO. (918) 371-2055		
POLE CONTACTS (+) 0 (-) 0		
PROJECT NO A01K0JM3		
TOT. PRINTS 7		PRINT NO. 5
NPA/NNX: 918-272		PRT: 918272
EXCH. DWASSO		
TAX DIST. TC040		
GEO LOC. R04016		
ENGR. DHX		
DRAWNCT		
TELEPHONE NO. (539) 444-1064		
REC. REF. 240-020-43 / 240-020-33		
MAP REF.		
SCALE NONE		
ISSUE DATE 05/09/2019		
PROJ TITLE PFP - 10501 N MINGO		
REV. NUMBER		
DATE REV.		

2 PRINT 5

1 SBQ2MT-048  
822C, 0'  
DW007, 337-348  
A, 13-48

1  
SBQ2MT-048  
60 MATERIAL ONLY  
10 SVA ONLY - HAND DIG

2 SBQ2MT-048  
845C, 60'  
DW007, 337-348  
A, 13-48

3 FONS432/8641X16 - 34  
F 10501-1 N MINGO RD  
85C, TC040  
In: DW007, 337-338  
Out: SPT1208PD, 1-32 1X16

4 845M, TC040,  
FDF-072,  
FDF  
F 10501 N MINGO RD  
B, 1-72

2 845C

POLY-PIPE-4  
6 EXEMPT MATERIAL ONLY  
1 SVA ONLY - HAND DIG  
1 SVA ONLY - PLACE ANY

5 2 - POLY-PIPE-4 3' EACH

6 SBQ2MR-432  
845C, 100'  
PON10501M, 1-432

7 SBQ2MR-432  
845C, 100'  
PON10501M, 433-864

8 BHAP-25  
2M, 0', 2001  
A, 1-8  
S, 159-160  
S, 161-166  
A, 17-25

3 845C

F 10501-1  
BABMS864-100ST  
1 MATERIAL ONLY  
1 SVA ONLY - PLACE CAB  
1 SVA ONLY - FURNISH A  
6 SVA ONLY - PLACE 1 I

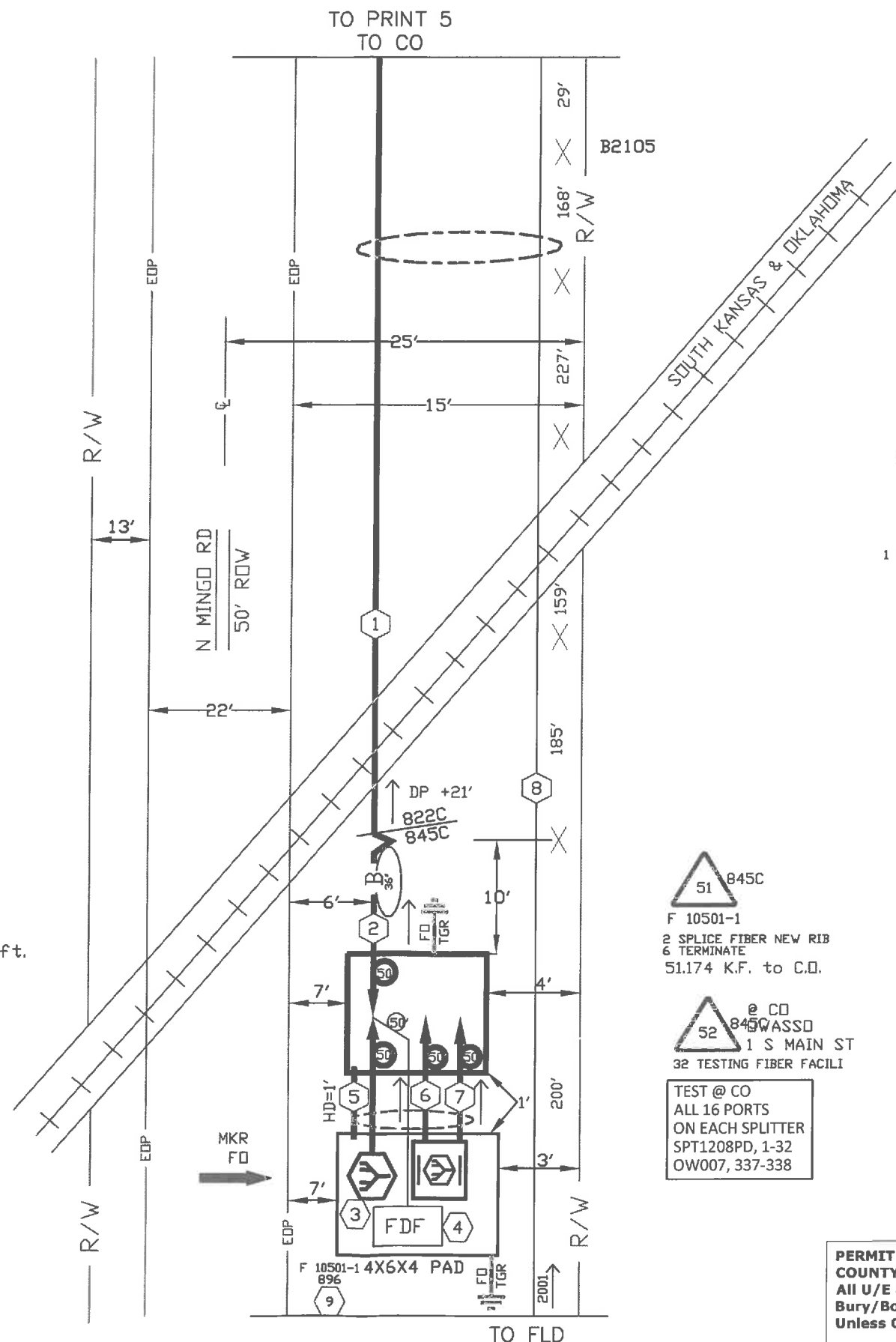
9 F 10501-1 N MINGO RD  
BABMS864-100ST, 845C, TC040, PFP-896  
NEW  
In: SPT1208PD, 1-32 B.P. 1-32  
Out: PON10501M, 1-864 B.P. 1-864  
896 PR PFP

PFP COMES WITH THE FOLLOWING TAILS:  
F1 48 FIBER  
DW007, 337-348, A, 13-48  
F1 72 PASSTHRU FDF (REF 4)  
B, 1-72  
POSTING NOTE: PASSTHRU FDF SHOWN ON PRINT  
TO ACCOUNT FOR TAIL IN HH  
2-432 F2 FIBER TAILS  
PON10501M, 1-432  
PON10501M, 433-864

Task #	FTI	Materials	Acct Code	Tax Dist	Tax Qty	Mort Year
1	*MATL	SBQ2MT-048	845C	TC040	60	0

4 845C

HANDHOLE  
1 EXEMPT MATERIAL ONLY  
1 SVA ONLY - PLACE/REP  
1 SVA ONLY - PLACE CAB  
FH 10501-EMS  
845C, TC040,  
3 X 5 X 3 45 cu.ft.  
TIER 15

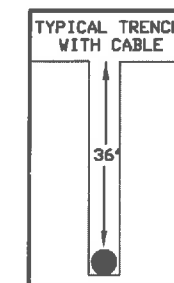


AT&T ENGINEER:  
DAVID W. HENDRICKSON  
CELL: 918-978-4952  
EMAIL: DH5972@ATT.COM

ASSOCIATED F2  
PROJECT: A01K0JM

1 PFP PROVISIONING CAR

1 PLACEMENT OF PFP & D



51 845C  
F 10501-1  
2 SPLICE FIBER NEW RIB  
6 TERMINATE  
51.174 K.F. to C.D.

52 845C  
1 S MAIN ST  
32 TESTING FIBER FACILI

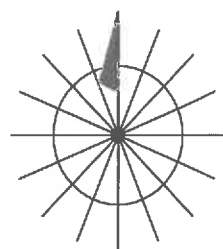
TEST @ CO  
ALL 16 PORTS  
ON EACH SPLITTER  
SPT1208PD, 1-32  
OW007, 337-338

53 845C  
32 TESTING FIBER FACILI

TEST @ PFP  
ALL 16 PORTS  
ON EACH SPLITTER  
SPT1208PD, 1-32  
OW007, 337-338

PERMIT REQ BY OWASSO, OK/TULSA  
COUNTY/LOCATES-DIAL "811"  
All U/E & R/W to be Surveyed & Staked  
Bury/Bore All Fiber Cable at 36"min  
Unless Otherwise Noted

SPECIAL  
CIRCUITS N  
6203  
FORWARDED N  
PERMIT  
REQUIRED Y  
OWASSO



OPERATING RANGE OF JOB STEPS  
TASK 1 TO 53  
MFRC 85C

TRANSMISSION ZONE  
RZ 0 CZ 0 TAPER CODE 1208PD

CAUTION HIGH VOLTAGE  
KV 7.60 AERIAL Y BURIED Y

HIGHWAY PERMIT NO.

Utility CO AEPD - AEP/PSD  
REP NAME  
REP TEL NO. (918) 599-2000  
POLE CONTACTS (+) 0 (-) 0

Utility CO  
REP NAME  
REP TEL NO.  
POLE CONTACTS (+) 0 (-) 0

Utility CO  
REP NAME  
REP TEL NO.  
POLE CONTACTS (+) 0 (-) 0

PROJECT NO A01K0W3

TOT.PRINTS 7 PRINT NO.6  
NPA/NNX: 918-272 PRT:918272

EXCH. OWASSO

TAX DIST. TC040

GEO LOC. RQ4016

ENGR. DHX

DRAWNCT

TELEPHONE NO. (539) 444-1064

REC. REF. 240-020-33

MAP REF.

SCALE NONE

ISSUE DATE 05/09/2019

PROJ TITLE PFP - 10501 N MINGO

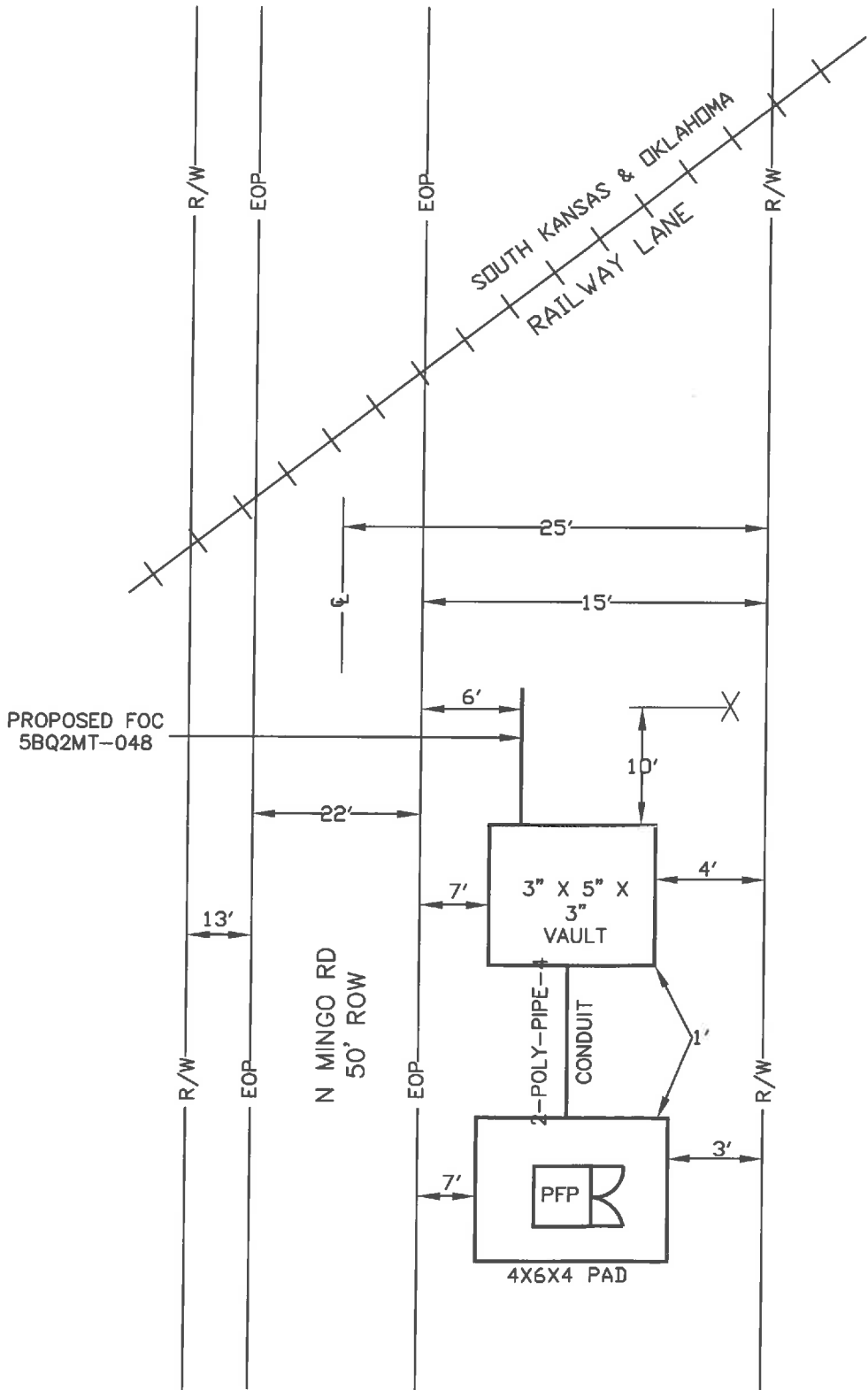
REV. NUMBER

DATE REV.

--Proprietary--

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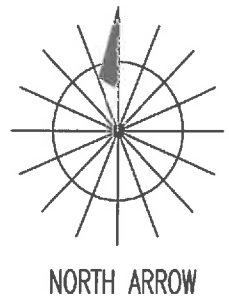
864 PFP DETAILED VIEW  
F 10501-1 N MINGO RD  
EXHIBIT A



AT&T ENGINEER:  
DAVID W HENDRICKSON  
CELL: 918-978-4952  
EMAIL: DH5972@ATT.COM

ASSOCIATED F2  
PROJECT: A01K0JM

SPECIAL  
CIRCUITS N  
6203  
FORWARDED N  
PERMIT  
REQUIRED Y  
OWASSO



OPERATING RANGE OF JOB STEPS

TASK \_\_\_\_\_ TO \_\_\_\_\_

MFRC 845C/822C

TRANSMISSION ZONE  
RZ 0 CZ 0 TAPER CODE 1208PD

CAUTION HIGH VOLTAGE  
KV 7.60 AERIAL Y BURIED Y

HIGHWAY PERMIT NO.

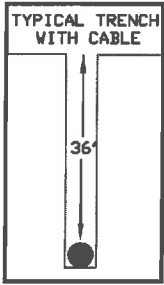
Utility CO AEPD - AEP/PSD  
REP NAME  
REP TEL NO. (918) 599-2000  
POLE CONTACTS (+) 0 (-) 0

Utility CO  
REP NAME  
REP TEL NO.  
POLE CONTACTS (+) 0 (-) 0

Utility CO  
REP NAME  
REP TEL NO.  
POLE CONTACTS (+) 0 (-) 0

PROJECT NO A01K0W3

TOT.PRINTS 7 PRINT NO.7  
NPA/NNX: 918-272 PRT:918272  
EXCH. OWASSO  
TAX DIST. TC040  
GEO LOC. R04016  
ENGR. DHX DRAWNCT  
TELEPHONE NO. (539) 444-1064  
REC. REF. 240-020-33  
MAP REF.  
SCALE NONE  
ISSUE DATE 05/09/2019  
PROJ TITLE PFP - 10501 N MINGO  
REV. NUMBER  
DATE REV.



PERMIT REQ BY OWASSO, OK/TULSA  
COUNTY  
/LOCATES - DIAL "811"  
All U/E & R/W to be Surveyed & Staked  
Bury/Bore All Fiber Cable at 36" min  
Unless Otherwise Noted

--Proprietary--  
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**TULSA  
COUNTY**  
Engineering  
Division

## MEMORANDUM

**DATE:** May 17, 2019

**TO:** Board of County Commissioners

**FROM:** Tom Rains, County Engineer



**SUBJECT:** Utility permit for Oklahoma Natural Gas Company

---

We present for your approval a utility permit for Oklahoma Natural Gas Company to cross S 11<sup>th</sup> W Ave approximately 1.50 mi S and 0.59 mi E of the US Hwy 75 & ST Hwy 67.

Installation will be by boring a 3/4" natural gas pipeline.

**TR:bd**  
**Attachments**

**Original:** Michael Willis, County Clerk, for the May 28, 2019 Agenda

---

TULSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

UTILITY PERMIT

NO. \_\_\_\_\_

TYPE OF INSTALLATION: Natural Gas Pipeline

This authority executed in the original and three copies this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By the Tulsa County Board of Commissioners, hereinafter called the "COUNTY", witnessed:

That the COUNTY does by these presents, grant to:

Applicant Oklahoma Natural Gas Company

Mailing Address 5848 E. 15<sup>th</sup> St.

City Tulsa State OK Zip 74112

A permit to erect, construct and maintain a natural gas pipeline along, upon or across the hereinafter described County Highway (s) for the purpose of transporting, selling, and using that portion of said County Highway (s) being shown on the attached drawing (s) and further described as follows:

To Cross S. 11<sup>th</sup> W. Ave. approximately 1.50 miles S. & 0.59  
Cross or parallel County Highway name or number  
miles E. of the US HWY 75 & ST HWY 67 and further described as 2,518 feet N. of the  
N.E.S.W. Junction or other definite point N.E.S.W.  
SE corner of Section 26, Township 17N, Range, 12E, Tulsa County.

The installation will be made in the following manner: Boring  
(boring, pushing, cut slab, overhead crossing and other description)

Size of Line: 3/4" Size of Casing: N/A

Exhibit A is a part of this permit.

This permit is granted subject to the following conditions, requirements and covenants, to-wit:

1. Work to be performed on County right-of-way must be under the direction of the Tulsa county Engineer, who must be notified of the time when the work is to begin. Under no circumstances will any work be done on County right-of-way until approval of the Tulsa County Engineer has been obtained.
2. One copy of an approved permit must be kept at the work site for inspection by the Tulsa County Engineer or his representative. Applicant will be required to have an inspector or engineer present at all time during construction to insure that installation is made in accordance with plans.
3. The applicant must agree to hold the COUNTY harmless for any damage (s) or injury (ies) to any person(s) or property (ies) caused by or resulting directly or indirectly from the construction, maintenance, operation or repair of the facilities on, under, or over the County right-of-way and must further agree to reimburse the COUNTY for any repair of any damage to COUNTY facilities caused by the construction and/or operation of the applicant's facility.
4. All work on the County right-of-way is to be done in accordance with the current Standard Specifications for Highway Construction, Oklahoma State Highway Commission, and at the conclusion of such work the right-of-way must be cleaned up and left in a presentable condition. This will include replacing any protective grass cover destroyed by trenching or operation of equipment, and correcting any other damage that may have been caused, as directed by the COUNTY. The applicant shall require the contractor or whoever installs the facilities to deposit with the COUNTY a cashier's check, certified check, cash or bond which is to insure the cost to the COUNTY for restoring the area to its original state, if not restored by the installer. The minimum deposit or bond will be based on fifty cents per lineal foot paralleling the highway, two dollars per lineal foot for boring and five dollars per lineal foot for trenching when trenching is necessary. The measurement to determine the amount of deposit shall be measured along centerline of trench for paralleling roadway, and for boring or trenching the measured centerline of trench from right-of-way line to right-of-way line. After final inspection by the County Engineer's Office, and an additional period of ninety days, the deposit less any amount not used to restore the area shall be returned to the depositor.
5. The applicant must furnish all flagmen, lights, barricades, and warning signs deemed necessary by the COUNTY, during the construction maintenance, or repair of its facilities on the County right-of-way.
6. When notified to do so by the COUNTY, the applicant agrees to make all changes in the facilities on a County right-of-way at the applicant's own expense, unless otherwise provided by law or order of the COUNTY.
7. Clearance above the traffic lanes of the highway at all pole line crossings should comply with applicable safety codes, but will not be less than 20 feet at a temperature of 69 degrees Fahrenheit. All poles, posts, stubs, fixtures, down guys, wires, and other appurtenances must be kept in good repair at all times and must be free from weeds and brush within a 5-foot area no more than 4 feet inside the right-of-way line, unless otherwise approved by the COUNTY.
8. All underground crossing of the right-of-way must be encased from right-of-way line to right-of-way line at a minimum depth of 48 inches below the bottom of the surfacing, but not less than 30 inches below the bottom of the ditches, unless otherwise approved by the COUNTY.

All encased crossings must be sealed at both ends and vented outside of right-of-way line. The vents should be sized to allowed proper release of carrier pipe contents in case of failure. The minimum pipe size for vents is 2-inch nominal, and the vent must extend a minimum of 36 inches above natural ground level. The owner must install identification markers at each right-of-way line directly above the facility. Such markers may be attached to vents or to a right-of-way fence. The markers may be in the owner's standard design, but must identify the owner and size of the facility, and must be erected at a location plainly visible from within the highway right-of-way.

The casing must be designed to sustain roadway loadings, contain and divert from the roadway the contents of the carrier pipe, and to have a life expectancy equal to or greater than the carrier pipe.

Encasement for underground telephone and power lines, or similar facilities, should comply with the above except for the installation of vents, end seals, and the ability to contain and divert.

Steel pipelines crossing the right-of-way may be installed without encasement if the installation is in accordance with "Special Provisions for the Installation of Underground Pipelines...". This Special Provision stipulates in part that carrier pipe material within the right-of-way must be superior to the carrier pipe material outside the right-of-way by being of steel at least one grade better, or a minimum of one wall width thicker and the same alloy. Pipe must be 48 inches below the flow line of drainage ditches and all other highway drainage facilities, and must be properly protected from corrosion.

Nonpressurized facilities, such as sanitary sewer lines, crossing the highway right-of-way may be approved without the use of encasement, if cast iron or material of equal or better quality is used, with the understanding that maintenance will be performed by a method that will not disturb the through lanes or interfere with traffic.

All underground crossings must be installed by boring or pushing or other approved methods. The method and equipment for the installation must be approved by the COUNTY. Wet boring or jetting will not be permitted unless special approval is obtained from the COUNTY. If considered necessary, pressure grouting of the voids will be required. This will generally be required when the diameter of the bore exceeds the outside diameter of the pipe by two inches or more. In the interest of safety, trenching and the parking of equipment should be performed as far as possible from traffic lanes. In unusual cases where trenching is necessary, a special plan with specifications will be developed by the owner with assistance from the COUNTY, setting out the method for controlling the traffic, placement of the facility, and proper restoration of the roadway. This method must bear the recommendation of the COUNTY.

Parallel facilities must be installed no more than 4 feet inside the right-of-way line and buried a minimum depth of 30 inches below the ditch flow line. The ditch must be backfilled to a density equal to the adjacent soil, and approved by the COUNTY.

- 9. The applicant must agree to refrain from disturbing trees, shrubbery or any part of the landscape without approval of the COUNTY. If it becomes necessary to disturb trees or shrubbery, applicant intentions must be plainly stated in the application, which will include size and kind of trees and shrubs, and disposition during installation.
- 10. Blasting will not be permitted within the highway right-of-way except in unusual cases and only with special approval from the County Engineer.
- 11. The applicant must agree to hold the COUNTY harmless for any and all damage that the utility facilities might sustain while occupying County right-of-way.
- 12. Applicant assures that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1973,33 V.S.C. 1334.

13. Contractor for this project B+H Construction, address 301 James Dean Dr. Norman, OK  
405.288.2412 73072

This permit may be revoked for noncompliance.

Accepted this 15 day of May, 20 19.

Oklahoma Natural Gas Company  
Owner of Utility  
[Signature]  
Authorized Representative of Company

Michael Martinovich - Real Estate Services  
Title  
Kim Rathbun 918.831.8223  
Contact Person & Phone #

Attest: \_\_\_\_\_  
Secretary

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

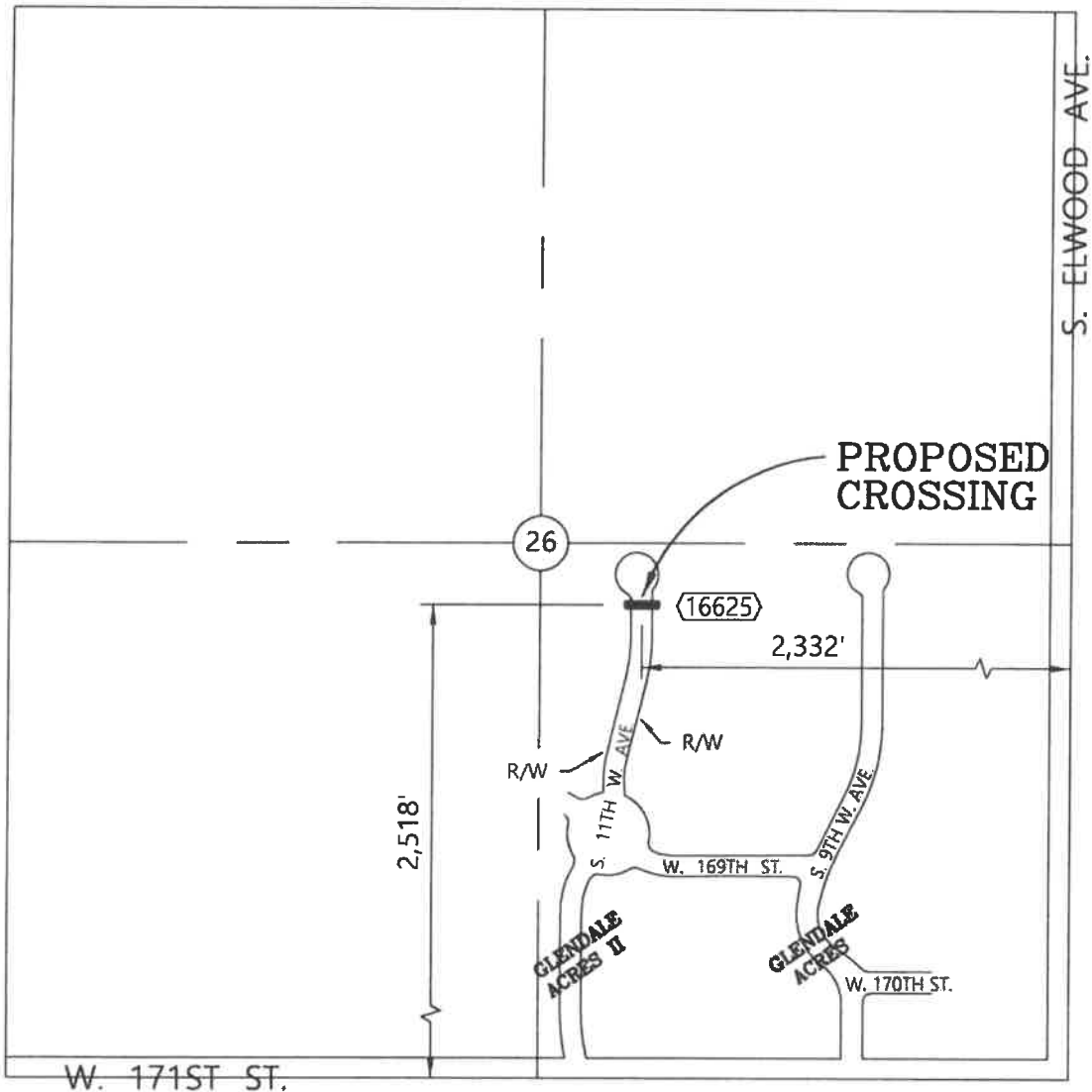
BOARD OF COUNTY COMMISSIONERS  
TULSA COUNTY, OKLAHOMA

\_\_\_\_\_  
Chairman

Attest: \_\_\_\_\_  
County Clerk

TULSA COUNTY

R 12 E



T  
17  
N

CROSSING

- \* 3/4"OD ASTM D2513 PE3408 .13# .095"WT H.D. PIPE INSIDE R/W  
(100# MFG MAOP)
- 3/4"OD ASTM D2513 PE2406 .12# .095"WT PLASTIC PIPE OUTSIDE R/W  
(60# MFG MAOP)
- BORED 48" MIN BELOW HWY SURFACE  
48" MIN BELOW DRAINAGE DITCH
- \* 1600 # MFG MIN TEST PRESSURE  
100 # ONG MIN TEST PRESSURE  
30# NORMAL W.P.  
60# MAX W.P.

1.50 MILES SOUTH AND 0.59  
MILES EAST OF JUNCTION OF  
US HWY 75 AND ST HWY 67

16625 S. 11TH W. AVE.

OKLAHOMA NATURAL GAS COMPANY

GLENPOOL DISTRIBUTION

PROPOSED 3/4" GAS SERVICE LINE  
CROSSING  
S. 11TH W. AVE.

DESIGNED -	SURVEY -	DATE 5 - 15 - 19
DRAWN K.E.R.	J.O. 021.054.2988.005101	SCALE NONE
CHECKED K.M.	R/W -	SHEET 1
FILE	DWG. 2980-53-19CP	OF 1

HD3



**TULSA  
COUNTY**  
Engineering  
Division

## **MEMORANDUM**

**DATE:** May 21, 2019

**TO:** Board of County Commissioners

**FROM:** Tom Rains, County Engineer

**SUBJECT:** Utility permit for Oklahoma Natural Gas Company

---

We present for your approval a utility permit for Oklahoma Natural Gas Company to cross S 49<sup>th</sup> W Ave approximately 0.45 mi W & 1.14 mi N of the Gilcrease Expressway & US Hwy 244.  
Installation will be by boring a 3/4" natural gas pipeline.

**TR:bd**  
**Attachments**

**Original:** Michael Willis, County Clerk, for the May 28, 2019 Agenda

---

TULSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

UTILITY PERMIT

NO. \_\_\_\_\_

TYPE OF INSTALLATION: Natural Gas Pipeline

This authority executed in the original and three copies this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

By the Tulsa County Board of Commissioners, hereinafter called the "COUNTY", witnessed:

That the COUNTY does by these presents, grant to:

Applicant Oklahoma Natural Gas Company

Mailing Address 5848 E. 15<sup>th</sup> St.

City Tulsa State OK Zip 74112

A permit to erect, construct and maintain a natural gas pipeline along, upon or across the hereinafter described County Highway (s) for the purpose of transporting, selling, and using that portion of said County Highway (s) being shown on the attached drawing (s) and further described as follows:

To Cross S. 49<sup>th</sup> W. Ave. approximately 0.45 miles W. & 1.14  
Cross or parallel County Highway name or number  
miles N. of the Gilcrease Expressway and further described as 335 feet N. of the  
N.E.S.W. and US HWY 244 Junction or other definite point N.E.S.W.  
SE/SW corner of Section 20/21, Township 19N, Range, 12E, Tulsa County.

The installation will be made in the following manner: Boring  
(boring, pushing, cut slab, overhead crossing and other description)

Size of Line: 3/4" Size of Casing: N/A

Exhibit A is a part of this permit.

This permit is granted subject to the following conditions, requirements and covenants, to-wit:

1. Work to be performed on County right-of-way must be under the direction of the Tulsa county Engineer, who must be notified of the time when the work is to begin. Under no circumstances will any work be done on County right-of-way until approval of the Tulsa County Engineer has been obtained.
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13. Contractor for this project B+H Construction, address 301 James Dean Dr, Norman, OK  
405. 288. 2412 73072

This permit may be revoked for noncompliance.

Accepted this 15 day of May, 20 19.

Oklahoma Natural Gas Company  
Owner of Utility  
[Signature]  
Authorized Representative of Company  
Michael Martinovich - Real Estate Services  
Title  
Kim Rathbun 918.831.8223  
Contact Person & Phone #

Attest: \_\_\_\_\_  
Secretary

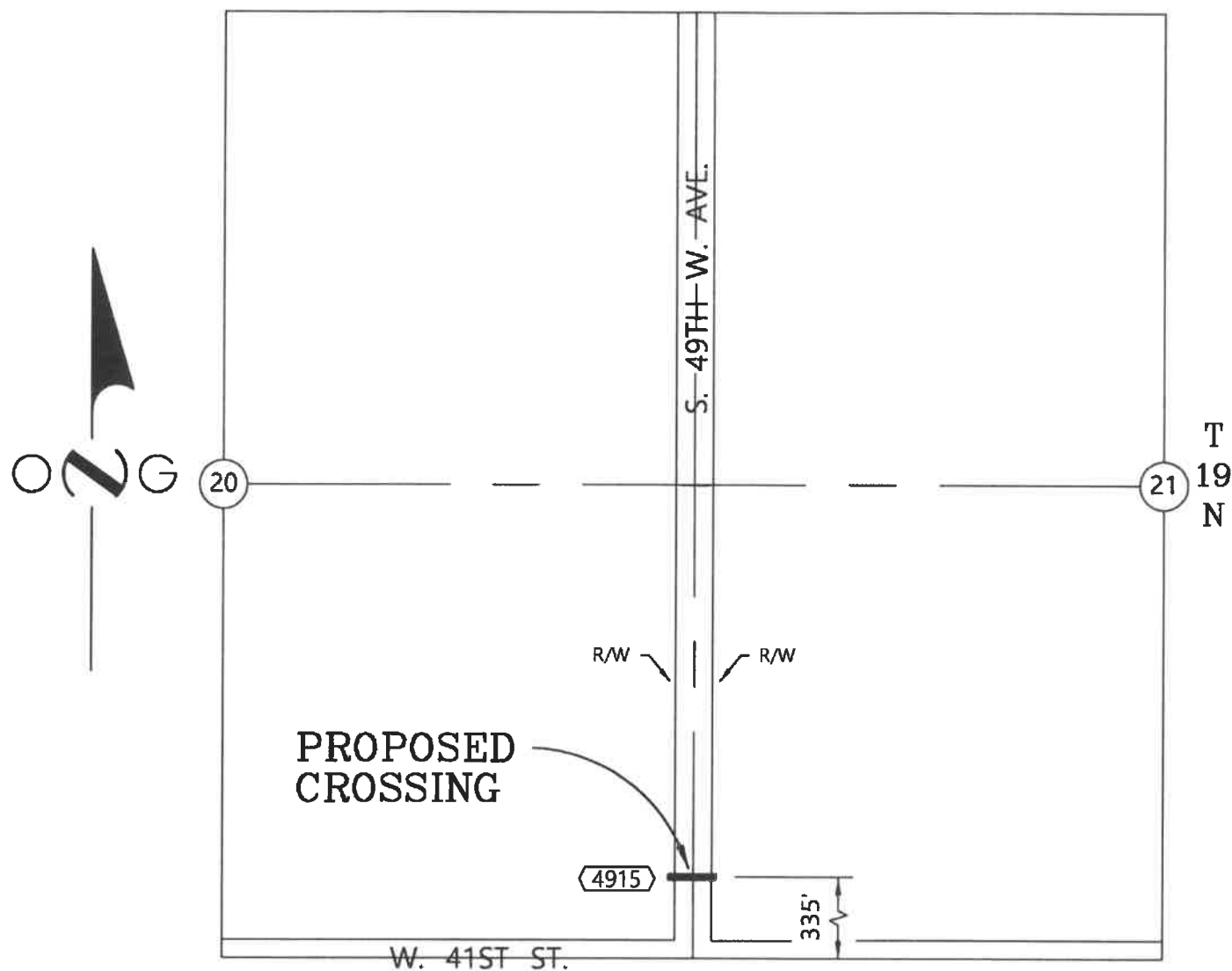
Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

BOARD OF COUNTY COMMISSIONERS  
TULSA COUNTY, OKLAHOMA

\_\_\_\_\_  
Chairman

Attest: \_\_\_\_\_  
County Clerk

TULSA COUNTY  
R 12 E



CROSSING

- \* 3/4"OD ASTM D2513 PE3408 .13# .095"WT H.D. PIPE INSIDE R/W  
(100# MFG MAOP)
- 3/4"OD ASTM D2513 PE2406 .12# .095"WT PLASTIC PIPE OUTSIDE R/W  
(60# MFG MAOP)
- BORED 48" MIN BELOW HWY SURFACE  
48" MIN BELOW DRAINAGE DITCH
- \* 1600 # MFG MIN TEST PRESSURE  
100 # ONG MIN TEST PRESSURE  
30# NORMAL W.P.  
60# MAX W.P.

0.45 MILES WEST AND 1.14  
MILES NORTH OF JUNCTION OF  
GILCREASE EXPRESSWAY AND US HWY 244

4915 W. 41ST ST.		
OKLAHOMA NATURAL GAS COMPANY		
TULSA DISTRIBUTION		
PROPOSED 3/4" GAS SERVICE LINE CROSSING S. 49TH W. AVE.		
DESIGNED -	SURVEY -	DATE 5 - 15 - 19
DRAWN K.E.R.	J.O. 021.054.2988.005101	SCALE NONE
CHECKED K.M.	R/W -	SHEET 1
FILE	DWG. 2980-52-19CP	OF 1

HD2



MICHAEL WILLIS  
TULSA COUNTY CLERK

2019 MAY 22 AM 11:03

STATE OF OKLAHOMA  
TULSA COUNTY  
RECEIVED

# Tulsa County Election Board

To: Karen Keith, Chair BOCC

Ron Peters, BOCC

Stan Sallee, BOCC

KK

From: Gwen Freeman, Secretary Tulsa County Election Board

Date: May 20, 2019

Re: Fred Pryor Seminars

## **For May 28, 2018 BOCC Agenda**

Commissioners:

I am requesting funds to renew a one year subscription to unlimited live and online supervisory development seminars through Fred Pryor Seminars. The subscription is for one Election Board employee, Mike Broad.

Local live seminars will be available periodically and online seminars will be available on demand over a one year period.

This is a budgeted expense; the cost will be \$299.00

Thank you for your consideration.

TULSA COUNTY  
REQUEST FOR PERSONNEL ACTION

HIGHWAY DISTRICT 3

DEPARTMENT

MICHAEL WILLIS  
TULSA COUNTY CLERK

2019 MAY 22 PM 2:01

STATE OF OKLAHOMA  
TULSA COUNTY  
RECEIVED

PLEASE TYPE IN ONE OF THE FOLLOWING ACTIONS UNDER NATURE OF ACTION

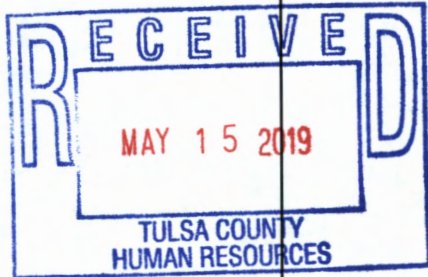
APPOINTMENTS  
REGULAR  
PART-TIME  
TEMPORARY  
PROBATIONARY

\*SEPARATIONS  
\*RESIGNATION \*RETIREMENT  
\*DISCHARGE \*DEATH  
\*REDUCTION IN FORCE  
\*END OF TEMPORARY EMPLOYMENT

CHANGES  
INCREASE  
DEMOTION  
CLASSIFICATION  
ADJUSTMENT

OTHER  
LEAVE OF ABSENCE  
REHIRE  
TRANSFER

NAME ORG AND ACCT. NO.	EMPLOYEE #	PRESENT TITLE	PRESENT SALARY	NATURE OF ACTION	NEW TITLE AND JOB TITLE CODE	GRADE	DEPT. SA	NEW SALARY	EFFECTIVE DATE
GUSTAVO SOTO 30002325-505010	11195	HWY LEADMAN	\$4,445.17	PROMOTION	HWY FOREMAN	70	DIST 3	\$4,889.69	05/13/19
GUSTAVO SOTO 30002340-505010	11195	HWY FOREMAN		TRANSFER FROM HWY CONSTRUCTION	HWY FOREMAN	70	DIST 3		6/1/2019



\* SEPARATION AND COBRA REPORT REQUIRED WHEN THIS ACTION APPLIES TO A BOARD OF COUNTY COMMISSIONER'S EMPLOYEE

*[Signature]*  
DEPARTMENT HEAD

5-13-19  
DATE

5/22/19  
DATE

*[Signature]*



**TULSA COUNTY  
REQUEST FOR PERSONNEL ACTION**

Human Resources

Department

Please write in one of following actions under "nature of action"

**APPOINTMENTS**  
Regular (5010)  
Probationary (5020)  
Part-time (5030)  
Hourly (5030)  
On Call/Daily (5030)  
Temporary/Seasonal (5040)

**SEPARATIONS**  
Resignation\*  
Retirement  
Death  
End of Temp. Employment  
Reduction in Force\*  
Discharge\*  
Did Not Return - FMLA\*

**PAY CHANGES**  
Annual Performance Increase  
Probationary Increase  
Promotion  
Re-Classification  
Salary Adjustment  
Chart Adjustment  
Demotion

**OTHER**  
Leave Without Pay  
Family Medical Leave (FMLA)  
Transfer  
Workers' Comp. Leave  
Military Leave  
Rehire

NAME and ORG. and ACCT. NO.	EMPLOYEE NO.	PRESENT TITLE and JOB TITLE CODE NO.	PRESENT SALARY	NATURE OF ACTION (If pay increase show %)	NEW TITLE and JOB TITLE CODE NO.	GRADE	NEW SALARY	EFFECTIVE DATE
Alyssa Williams 10001550/505010	17323	Human Resources Administrator/ Health Department		promotion/transfer	Benefits Specialist	70	4,035.63	6/1/2019

MICHAEL WILLIS  
TULSA COUNTY CLERK  
2019 MAY 22 AM 11:03

STATE OF OKLAHOMA  
TULSA COUNTY  
RECEIVED

\*Separation report required for all Board of County Commissioners employees.

  
Kathy Brunow  
Department Head

5/22/19  
Date

Date



MICHAEL WILLIS  
TULSA COUNTY CLERK  
Tulsa County Park Department

Department

Please write in one of following actions under "nature of action"

MAY 22 PM 2:01

STATE OF OKLAHOMA  
TULSA COUNTY  
RECEIVED**APPOINTMENTS**

Regular  
Provisionary  
Part-Time  
Temporary

**SEPARATIONS**

Resignation Retirement  
\*Discharge Death  
\*Reduction in Force  
End of Temp. Employment

**PAY CHANGES**

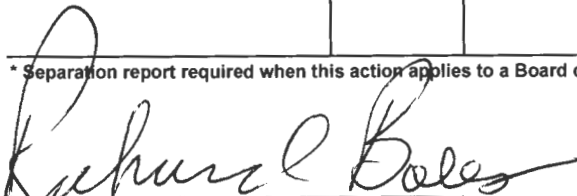
Performance Increase  
Promotion-Demotion  
Re-classification  
Salary Adjustment

**OTHER**

Leave of Absence  
Rehire  
Transfer  
Lateral Transfer

NAME and ORG. and ACCOUNT	Employee NO.	PRESENT TITLE and JOB TITLE CODE NO.	PRESENT SALARY	NATURE OF ACTION	NEW TITLE and JOB TITLE CODE NO.	GRADE	NEW SALARY	EFFECTIVE DATE
Marr, Grace 10002575-505040				Seasonal	Lifeguard La Fortune - 1234 E257	A	\$9.25	5/22/2019
Nimmo, Sampson 10002575-505040				Seasonal	Asst. Pool Mgr. La Fortune - 1234 E475	A	\$10.00	05/22/19

\* Separation report required when this action applies to a Board of County Commissioner's employee.

  
Richard Boles  
Department Head

5/22/2019

5/22/19  
Date

  
Kathy Bunker



+A2:K43

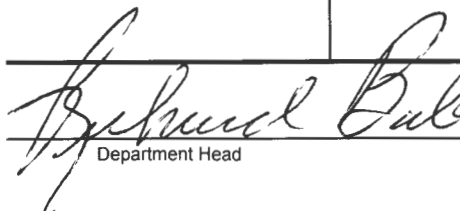
2019 MAY 22 PM 2:01  
Tulsa County Park Department

Department

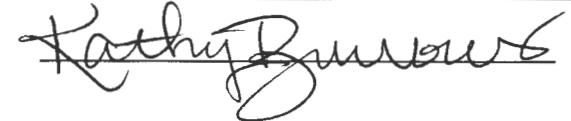
Please write in one of following actions under "nature of action".

**APPOINTMENTS**Regular  
Provisionary  
Part-Time  
Temporary**SEPARATIONS**Resignation Retirement  
\*Discharge Death  
\*Reduction in Force  
End of Temp. Employment**PAY CHANGES**Performance Increase  
Re-classification  
Salary Adjustment**OTHER**Leave of Absence  
Rehire  
Transfer  
Lateral Transfer

NAME and ORG. and ACCOUNT	Employee NO.	PRESENT TITLE and JOB TITLE CODE NO.	PRESENT SALARY	NATURE OF ACTION	NEW TITLE and JOB TITLE CODE NO.	GRADE	NEW SALARY	EFFECTIVE DATE
Vazquez, Gilberto 10002575-505010	18426	Mtce. II O'Brien - 1225 H159	\$1,870.27	Resignation		B		5/15/19
Munds, Hailey 10002575-505030				Part - Time	Cook/Cashier S. Lakes - 1227 H146	A	\$7.50	05/15/19
Lankie, Hayden 10002575-505040				Seasonal	Lifeguard La Fortune - 1234 E257	A	\$9.25	05/20/19
Remke, Bradley 10002575-505010	15205	Area Mtce. Supervisor Haikey - 1223 C153	\$4,075.20	Return From FMLA w/pay		70		05/20/19
Wilson, Nicholas 10002575-505010				Regular	Greenskeeper II S. Lakes - 1237 H165	B	\$1,870.27	05/22/19

  
 Department Head

5/22/2019

5/22/19  
Date


**TULSA COUNTY  
REQUEST FOR PERSONNEL ACTION**

JUVENILE BUREAU

Department

Please write in one of following actions under "nature of action".								
APPOINTMENTS		SEPARATIONS		PAY CHANGES		OTHER		
Regular Probationary Part-Time Temporary On-Call		Resignation Retirement *Discharge Death *Reduction in Force End of Temp. Employment		Performance Increase Promotion-Demotion Re-classification Salary Adjustment		Leave of Absence Rehire Transfer Lateral Transfer		
NAME and ORG. and ACCOUNT	EMPLOYEE NO.	PRESENT TITLE and JOB TITLE CODE NO.	PRESENT SALARY	NATURE OF ACTION	NEW TITLE and JOB TITLE CODE NO.	GRADE	NEW SALARY	EFFECTIVE DATE
Eaton, Marquis From: 26003900-505010 To: 2600900-505030	18258 Loc# 7005	Detention Counselor E181	2173.21	Transfer to Part Time	Detention Counselor PT E288	40	12.54	05/26/2019 5/20/2019/CP
Gater, Nicole From: 26003900-505010 To: 10003775-505010	14202 Loc# 7003	Unit Control Secretary F401	2717.64	Promotion	Intake Counselor B187	60	2,885.68	06/01/2019
Sells, Alvin 26003900-505010	13487 Loc # 7005	Detention Counselor E181	2841.68	FMLA exhausted Date Correction				04/25/2019
Sells, Alvin 26003900-505010	13487 Loc # 7005	Detention Counselor E181	2841.68	Medical Leave with pay Date Correction				04/26/2019
Womeldorff, Clint From: 26003900-505010 To: 10003730-505010	11184 Loc# 7005	Program Manager B468	4619.24	Org Change				05/01/2019

\* Separation report required when this action applies to a Board of County Commissioner's employee.

Department Head

May 21, 2019

Date

Date

5/22/19

*Kathy Burrows*

MICHAEL WILLIS  
TULSA COUNTY CLERK

2019 MAY 22 PM 2:01

STATE OF OKLAHOMA  
TULSA COUNTY  
RECEIVED

RECEIVED  
MAY 21 2019  
TULSA COUNTY  
HUMAN RESOURCES

**TULSA COUNTY  
REQUEST FOR PERSONNEL ACTION**

MICHAEL WILLIS  
TULSA COUNTY CLERK  
JUVENILE BUREAU

Department

Please write in one of following actions under "nature of action".

**APPOINTMENTS**

Regular  
Probationary  
Part-Time  
Temporary  
On-Call

**SEPARATIONS**

Resignation Retirement  
\*Discharge Death  
\*Reduction in Force  
End of Temp. Employment

**PAY CHANGES**

Performance Increase  
Promotion-Demotion  
Re-classification  
Salary Adjustment

**OTHER**

Leave of Absence  
Rehire  
Transfer  
Lateral Transfer

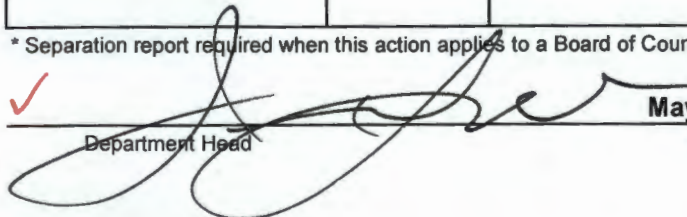
2019 MAY 22 PM 2:01

STATE OF OKLAHOMA  
TULSA COUNTY  
RECEIVED

NAME and ORG. and ACCOUNT	EMPLOYEE NO.	PRESENT TITLE and JOB TITLE CODE NO.	PRESENT SALARY	NATURE OF ACTION	NEW TITLE and JOB TITLE CODE NO.	GRADE	NEW SALARY	EFFECTIVE DATE
Currington, Doug From: 26003900-505010 To: 10003730-505010	15527 Loc# 7005	Training Supervisor B660	4244.25	Org Change				05/01/2019
McQuarters, Brent From: 26003900-505010 To: 10003730-505010	10395 Loc# 7005	ACA Accrediation Manager B399	4595.43	Org Change				05/01/2019
Grundy, Sylvia From: 26003900-505010 To: 10003730-505010	11445 Loc# 7005	Administrative Assistant F531	3741.67	Org Change				05/01/2019
Lewis, Dyan From: 26003900-505010 To: 10003730-505010	12527 Loc# 7005	Registered Nurse B479	5208.92	Org Change				05/01/2019



\* Separation report required when this action applies to a Board of County Commissioner's employee.

✓  **May 21, 2019**  
Department Head Date

**5/22/19**  
Date



**Tulsa City-County Health Department  
Agreements  
For BOCC Approval on May 28, 2019**

[illegible]



**TULSA COUNTY**  
**REQUEST FOR PERSONNEL ACTION**  
**Tulsa City-County Health Department**

Page 1 of 1

Please write in one of the following actions under "nature of action"

APPOINTMENTS - New Hire (RFT) - New Hire (RPT) - T/H - Rehire - Reclassification - Promotion			SEPARATIONS - Resignation - Retirement - End of Temporary Assignment - Termination - Death - Reduction in Force			OTHER - LOA - Lateral Transfer - PDIP - LWOP - FMLA/LWOP - Org Change - Probationary Increase		
ORG. and ACCT. No.	SS# / COUNTY ID#	PRESENT TITLE & JOB CODE NO.	MONTHLY	NATURE OF ACTION	NEW TITLE & JOB CODE NO.	GRADE	MONTHLY	EFFECTIVE DATE
Haddaway, Jennifer 41506650-505010	#17668	Project Manager #1535	4,815.26	Correction to action dated 5/3/14; change resignation date to 5/17/19.				<u>5/17/2019</u>
Esparza, Mayra 41507225-505010	000-00-6930			New hire; regular full time.	Clerk, Clinical Services #6030	6	2,400.00	5/21/2019
Williams, Alyssa 41506650-505010	#17323	HR Administrator #1011	3,049.15	Transfer to Tulsa County Human Resources.				5/31/2019
Henderson, Kassandra 41507325-505010	#15744	Specialist, Client Recruitment #1015	3,123.92	Resignation; remove from payroll.				5/31/2019
Tanguma, Kimberly 41507400-505010	#18262	Clerk, WIC #6005	2,400.00	Resignation; remove from payroll.				5/31/2019

\* Separation report required when this action applies to a Board of County Commissioner's employee.

  
 Bruce Dart, Executive Director

5/24/2019

May 24, 2019

Commissioner Karen Keith, Chairman  
Board of County Commissioners of Tulsa County  
Ray Jordan Tulsa County Administration Building  
500 S. Denver Avenue  
Tulsa, OK 74103

Please accept and file Tulsa City-County Health Department's travel/training and actions with the County Clerk's Office for the **May 28, 2019** Board of County Commissioners' Meeting.

Ha Seo to attend "Unit 2" on June 3-7, 2019 in Denver, CO at an estimated cost of \$1,702.65.

Sincerely,

  
Bruce Dart, Executive Director

cc: Ron Peters, Commissioner  
Stan Sallee, Commissioner

**ORIGINAL: MICHAEL WILLIS FOR THE MAY 28, 2019 BOCC AGENDA.**

Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
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Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
<b>10001100</b>								
PURCHASING		10001100	1900956	505580	EQUIP LEASE-PURCHASE COST	XEROX CORPORATION	096890203	22.51
PURCHASING		10001100	1910181	505739	OFFICE SUPPLIES	J D YOUNG	837346	46.95
<b>Department Total</b>		<b>10001100</b>						<b>69.46</b>
<b>10001175</b>								
INSURANCE & CLAIMS		10001175	1921742	505892	LEGAL SERVICES	BAUM GLASS JAYNE	31267	7,620.45
INSURANCE & CLAIMS		10001175	1921821	506051	TORT CLAIMS	MEEKER, BLYTHE	TC-2019-9	563.76
<b>Department Total</b>		<b>10001175</b>						<b>8,184.21</b>
<b>10001200</b>								
GENERAL GOVERNMENT EXPENSE		10001200	1901284	505204	TRAVEL-OUT OF COUNTY	OKLAHOMA TURNPIKE	16201- 050519	80.00
GENERAL GOVERNMENT EXPENSE		10001200	1915132	505890	PUBLICATION & ADVERTISING	BH MEDIA GROUP HOLD	0000563983- 0502	43.20
GENERAL GOVERNMENT EXPENSE		10001200	1915140	505890	PUBLICATION & ADVERTISING	BH MEDIA GROUP HOLD	0000557427- 0404	34.56
GENERAL GOVERNMENT EXPENSE		10001200	1915140	505890	PUBLICATION & ADVERTISING	BH MEDIA GROUP HOLD	0000557434- 0404	35.20
GENERAL GOVERNMENT EXPENSE		10001200	1915140	505890	PUBLICATION & ADVERTISING	BH MEDIA GROUP HOLD	0000557431- 0404	36.48
GENERAL GOVERNMENT EXPENSE		10001200	1915140	505890	PUBLICATION & ADVERTISING	BH MEDIA GROUP HOLD	0000555426- 0328	71.34
GENERAL GOVERNMENT EXPENSE		10001200	1916459	505890	PUBLICATION & ADVERTISING	BH MEDIA GROUP HOLD	0000557366	1,539.30
GENERAL GOVERNMENT EXPENSE		10001200	1916460	505890	PUBLICATION & ADVERTISING	BH MEDIA GROUP HOLD	0000558852- 0411	808.05
GENERAL GOVERNMENT EXPENSE		10001200	1916461	505890	PUBLICATION & ADVERTISING	BH MEDIA GROUP HOLD	0000560311- 0418	1,017.75
GENERAL GOVERNMENT EXPENSE		10001200	1916462	505890	PUBLICATION & ADVERTISING	BH MEDIA GROUP HOLD	0000562062	1,496.25
GENERAL GOVERNMENT EXPENSE		10001200	1916463	505890	PUBLICATION & ADVERTISING	BH MEDIA GROUP HOLD	0000563975- 0502	1,122.75
GENERAL GOVERNMENT EXPENSE		10001200	1919307	505890	PUBLICATION & ADVERTISING	BH MEDIA GROUP HOLD	0000557006- 0403	48.64

Tulsa County Clerk  
Purchase Orders

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
GENERAL GOVERNMENT EXPENSE		10001200	1919308	505890	PUBLICATION & ADVERTISING	BH MEDIA GROUP HOLD	0000560429-0418	34.56
GENERAL GOVERNMENT EXPENSE		10001200	1919308	505890	PUBLICATION & ADVERTISING	BH MEDIA GROUP HOLD	0000562076-0425	35.20
GENERAL GOVERNMENT EXPENSE		10001200	1919308	505890	PUBLICATION & ADVERTISING	BH MEDIA GROUP HOLD	0000558964-0411	35.84
GENERAL GOVERNMENT EXPENSE		10001200	1919308	505890	PUBLICATION & ADVERTISING	BH MEDIA GROUP HOLD	0000562083-0425	37.12
<b>Department Total</b>		<b>10001200</b>						<b>6,476.24</b>
<b>10001325</b>								
INCOG		10001325	1921435	506130	OPERATIONAL FUNDS	INDIAN NATIONS COUNC	2019-I-005	88,926.00
<b>Department Total</b>		<b>10001325</b>						<b>88,926.00</b>
<b>10001350</b>								
COUNTY AUDIT	FO18A	10001350	1917216	505520	AUDIT FEES	OKLAHOMA STATE AUDIT	114760	5,346.25
<b>Department Total</b>		<b>10001350</b>						<b>5,346.25</b>
<b>10001375</b>								
TULSA'S FUTURE		10001375	1921437	506130	OPERATIONAL FUNDS	TULSA FUTURE INC	2019-F-005	7,500.00
<b>Department Total</b>		<b>10001375</b>						<b>7,500.00</b>
<b>10001400</b>								
COUNTY EXTENSION CENTER		10001400	1901498	505538	OTHER BLDG MAINT SERVICES	TULSA COUNTY PUBLIC	55186	1,135.21
COUNTY EXTENSION CENTER		10001400	1901499	505538	OTHER BLDG MAINT SERVICES	TULSA COUNTY PUBLIC	55185	1,099.79
COUNTY EXTENSION CENTER		10001400	1901500	505538	OTHER BLDG MAINT SERVICES	TULSA COUNTY PUBLIC	55184	1,175.36
COUNTY EXTENSION CENTER		10001400	1901503	505538	OTHER BLDG MAINT SERVICES	TULSA COUNTY PUBLIC	55209	986.18
COUNTY EXTENSION CENTER		10001400	1901521	505879	PRINTING, DUPLICATING & FILM	IMAGENET CONSULTING	CNIN091259 BMIT	501.57
COUNTY EXTENSION CENTER		10001400	1914842	505203	MILEAGE REIMB-IN COUNTY	JERVIS, BRIAN D	010319-012219	298.00
COUNTY EXTENSION CENTER		10001400	1914843	505203	MILEAGE REIMB-IN COUNTY	JERVIS, BRIAN D	020119-022819	321.00



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5/23/2019  
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Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
COUNTY EXTENSION CENTER		10001400	1915573	505204	TRAVEL-OUT OF COUNTY	JERVIS, BRIAN D	020419-022619	269.00
COUNTY EXTENSION CENTER		10001400	1916307	505203	MILEAGE REIMB-IN COUNTY	JERVIS, BRIAN D	030619-032919	168.50
COUNTY EXTENSION CENTER		10001400	1916308	505203	MILEAGE REIMB-IN COUNTY	JERVIS, BRIAN D	040119-042619	148.00
COUNTY EXTENSION CENTER		10001400	1916309	505203	MILEAGE REIMB-IN COUNTY	JERVIS, BRIAN D	050119-051019	151.50
COUNTY EXTENSION CENTER		10001400	1916310	505204	TRAVEL-OUT OF COUNTY	JERVIS, BRIAN D	030619	128.00
COUNTY EXTENSION CENTER		10001400	1916311	505204	TRAVEL-OUT OF COUNTY	JERVIS, BRIAN D	041719-042519	148.00
COUNTY EXTENSION CENTER		10001400	1918786	505564	SOFTWARE NON-CAPITAL	SHI INTERNATIONAL CO	B09749724	5,152.00
COUNTY EXTENSION CENTER		10001400	1918787	607071	DATA PROCESSING EQUIPMENT	CDW LLC	RQG1606	230.06
COUNTY EXTENSION CENTER		10001400	1918787	607071	DATA PROCESSING EQUIPMENT	CDW LLC	RQP4317	2,755.30
COUNTY EXTENSION CENTER		10001400	1919902	607071	DATA PROCESSING EQUIPMENT	CONVERGEONE INC	IE9031613	4,834.14
COUNTY EXTENSION CENTER		10001400	1920649	505849	OPERATING SUPPLIES	AMAZON.COM LLC	458948943869	19.49
COUNTY EXTENSION CENTER		10001400	1920649	505849	OPERATING SUPPLIES	AMAZON.COM LLC	797937499588	82.89
COUNTY EXTENSION CENTER		10001400	1920793	506303	STATE PAYROLL	OKLAHOMA STATE UNIVE	121092	20,568.00
COUNTY EXTENSION CENTER		10001400	1921595	505849	OPERATING SUPPLIES	AMAZON.COM LLC	434568967683	25.98
COUNTY EXTENSION CENTER		10001400	1921711	505849	OPERATING SUPPLIES	OFFICE DEPOT INC	314014316001	127.36
COUNTY EXTENSION CENTER		10001400	1921713	505849	OPERATING SUPPLIES	ADVANCED INDUSTRIAL	251686	41.34
<b>Department Total</b>		<b>10001400</b>						<b>40,366.67</b>
<b>10001425</b>								
RIVER PARKS AUTHORITY		10001425	1921436	506130	OPERATIONAL FUNDS	RIVER PARKS AUTHORIT	2019-R-005	67,500.00
<b>Department Total</b>		<b>10001425</b>						<b>67,500.00</b>
<b>10001450</b>								
TAEMA - GENERAL		10001450	1921434	506130	OPERATIONAL FUNDS	TULSA AREA EMERGENCY	2019-T-005	14,393.00
<b>Department Total</b>		<b>10001450</b>						<b>14,393.00</b>

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5/23/2019  
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Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
<b>10001505</b>								
EARLY SETTLEMENT COUNTY PORTIO		10001505	1916177	505849	OPERATING SUPPLIES	AMERICAN AUTO PARKS	APRIL-2019- PARKING	14.52
<b>Department Total</b>		<b>10001505</b>						<b>14.52</b>
<b>10001550</b>								
HUMAN RESOURCES		10001550	1917238	505204	TRAVEL-OUT OF COUNTY	ARTERBURN, DENEICE	928281197	636.14
HUMAN RESOURCES		10001550	1922039	505203	MILEAGE REIMB-IN COUNTY	BURBANK, CLARK	021319- 050819	60.90
<b>Department Total</b>		<b>10001550</b>						<b>697.04</b>
<b>10001670</b>								
ADMINISTRATIVE SERVICES		10001670	1902150	505580	EQUIP LEASE-PURCHASE COST	IMAGENET CONSULTING	CNIN091241 BMIT	134.70
ADMINISTRATIVE SERVICES		10001670	1902150	505855	EQUIP SERVICE AGREEMENTS	IMAGENET CONSULTING	CNIN091241 BMIT	17.45
ADMINISTRATIVE SERVICES		10001670	1902172	505580	EQUIP LEASE-PURCHASE COST	IMAGENET CONSULTING	CNIN091411 BMIT	269.50
ADMINISTRATIVE SERVICES		10001670	1902172	505855	EQUIP SERVICE AGREEMENTS	IMAGENET CONSULTING	CNIN091411 BMIT	80.83
ADMINISTRATIVE SERVICES		10001670	1902286	505580	EQUIP LEASE-PURCHASE COST	IMAGENET CONSULTING	CNIN091018 BMIT	153.29
ADMINISTRATIVE SERVICES		10001670	1902286	505855	EQUIP SERVICE AGREEMENTS	IMAGENET CONSULTING	CNIN091018 BMIT	67.12
ADMINISTRATIVE SERVICES		10001670	1902342	505580	EQUIP LEASE-PURCHASE COST	IMAGENET CONSULTING	CNIN091121 BMIT	153.29
ADMINISTRATIVE SERVICES		10001670	1902342	505855	EQUIP SERVICE AGREEMENTS	IMAGENET CONSULTING	CNIN091121 BMIT	2.83
ADMINISTRATIVE SERVICES		10001670	1902387	505580	EQUIP LEASE-PURCHASE COST	IMAGENET CONSULTING	CNIN091140 BMIT	217.50
ADMINISTRATIVE SERVICES		10001670	1902387	505855	EQUIP SERVICE AGREEMENTS	IMAGENET CONSULTING	CNIN091140 BMIT	30.86
ADMINISTRATIVE SERVICES		10001670	1902450	505580	EQUIP LEASE-PURCHASE COST	XEROX CORPORATION	096890209	149.32
ADMINISTRATIVE SERVICES		10001670	1902450	505855	EQUIP SERVICE AGREEMENTS	XEROX CORPORATION	096890209	82.69

Tulsa County Clerk  
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5/23/2019  
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ADMINISTRATIVE SERVICES		10001670	1902460	505580	EQUIP LEASE-PURCHASE COST	XEROX CORPORATION	096890211	232.97
ADMINISTRATIVE SERVICES		10001670	1902460	505855	EQUIP SERVICE AGREEMENTS	XEROX CORPORATION	096890211	131.11
ADMINISTRATIVE SERVICES		10001670	1902480	505580	EQUIP LEASE-PURCHASE COST	XEROX CORPORATION	096890210	136.16
ADMINISTRATIVE SERVICES		10001670	1902480	505855	EQUIP SERVICE AGREEMENTS	XEROX CORPORATION	096890210	0.00
ADMINISTRATIVE SERVICES		10001670	1916833	505551	POSTAGE	UNITED PARCEL SERVIC	00007E668E 199-A	150.00
ADMINISTRATIVE SERVICES		10001670	1916834	505551	POSTAGE	UNITED PARCEL SERVIC	00007E668E- B	28.09
ADMINISTRATIVE SERVICES		10001670	1919712	505580	EQUIP LEASE-PURCHASE COST	IMAGENET CONSULTING	CNIN091158 BMIT	228.06
ADMINISTRATIVE SERVICES		10001670	1919712	505855	EQUIP SERVICE AGREEMENTS	IMAGENET CONSULTING	CNIN091158 BMIT	6.51
ADMINISTRATIVE SERVICES		10001670	1919728	505580	EQUIP LEASE-PURCHASE COST	IMAGENET CONSULTING	CNIN091378 BMIT	38.70
ADMINISTRATIVE SERVICES		10001670	1919728	505855	EQUIP SERVICE AGREEMENTS	IMAGENET CONSULTING	CNIN091378 BMIT	7.62
<b>Department Total</b>		<b>10001670</b>						<b>2,318.60</b>
<b>10001750</b>								
PRINTING SERVICE		10001750	1915534	505650	LAUNDRY,LINEN & DRY CLEANING	CINTAS CORPORATION	063262708	40.24
PRINTING SERVICE		10001750	1920003	505590	OPER SUPPLIES&MAINT-EQUIP	GLOBAL PARCEL SERV	U19255	265.87
PRINTING SERVICE		10001750	1921427	505590	OPER SUPPLIES&MAINT-EQUIP	AMAZON.COM LLC	43768334785 5	29.90
PRINTING SERVICE		10001750	1921659	505814	PRINTING SUPPLIES	CONDE SYSTEMS INC	1332067	1,065.53
<b>Department Total</b>		<b>10001750</b>						<b>1,401.54</b>
<b>10001775</b>								
FLEET MAINTENANCE		10001775	1914601	505709	MOTOR VEHICLES-OPER SUPPLIES	AVP-METRO PETROLEUM	1304697	1,166.65
FLEET MAINTENANCE		10001775	1914601	505709	MOTOR VEHICLES-OPER SUPPLIES	AVP-METRO PETROLEUM	0305101	1,794.76
FLEET MAINTENANCE		10001775	1914601	505709	MOTOR VEHICLES-OPER SUPPLIES	AVP-METRO PETROLEUM	1305188	2,482.73

Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
5/23/2019  
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Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
FLEET MAINTENANCE		10001775	1916242	505719	MOTOR VEHICLES- MAINTENANCE	FRN OF TULSA LLC	CM- CM3290361	-24.92
FLEET MAINTENANCE		10001775	1916242	505719	MOTOR VEHICLES- MAINTENANCE	FRN OF TULSA LLC	3304669	50.28
FLEET MAINTENANCE		10001775	1916242	505719	MOTOR VEHICLES- MAINTENANCE	FRN OF TULSA LLC	3296180	204.68
FLEET MAINTENANCE		10001775	1916391	505719	MOTOR VEHICLES- MAINTENANCE	SOUTHERN TIRE MART	3500012792	69.95
FLEET MAINTENANCE		10001775	1916745	505719	MOTOR VEHICLES- MAINTENANCE	CHRIS NIKEL AUTO	704638	29.01
FLEET MAINTENANCE		10001775	1916745	505719	MOTOR VEHICLES- MAINTENANCE	CHRIS NIKEL AUTO	704738	35.90
FLEET MAINTENANCE		10001775	1916745	505719	MOTOR VEHICLES- MAINTENANCE	CHRIS NIKEL AUTO	704750	35.90
FLEET MAINTENANCE		10001775	1916745	505719	MOTOR VEHICLES- MAINTENANCE	CHRIS NIKEL AUTO	704653	61.28
FLEET MAINTENANCE		10001775	1916745	505719	MOTOR VEHICLES- MAINTENANCE	CHRIS NIKEL AUTO	705686	75.38
FLEET MAINTENANCE		10001775	1916745	505719	MOTOR VEHICLES- MAINTENANCE	CHRIS NIKEL AUTO	705198	98.84
FLEET MAINTENANCE		10001775	1916745	505719	MOTOR VEHICLES- MAINTENANCE	CHRIS NIKEL AUTO	704562	229.60
FLEET MAINTENANCE		10001775	1916745	505719	MOTOR VEHICLES- MAINTENANCE	CHRIS NIKEL AUTO	705084	267.28
FLEET MAINTENANCE		10001775	1916754	505719	MOTOR VEHICLES- MAINTENANCE	MARC MILLER BUICK	696910-PNW	45.30
FLEET MAINTENANCE		10001775	1916754	505719	MOTOR VEHICLES- MAINTENANCE	MARC MILLER BUICK	695712-PNW	50.12
FLEET MAINTENANCE		10001775	1916754	505719	MOTOR VEHICLES- MAINTENANCE	MARC MILLER BUICK	70532PNW	59.86
FLEET MAINTENANCE		10001775	1916754	505719	MOTOR VEHICLES- MAINTENANCE	MARC MILLER BUICK	697317PNW	96.64
FLEET MAINTENANCE		10001775	1916754	505719	MOTOR VEHICLES- MAINTENANCE	MARC MILLER BUICK	700954PNW	105.78
FLEET MAINTENANCE		10001775	1916754	505719	MOTOR VEHICLES- MAINTENANCE	MARC MILLER BUICK	698069PNW	121.74
FLEET MAINTENANCE		10001775	1916754	505719	MOTOR VEHICLES- MAINTENANCE	MARC MILLER BUICK	701213PNW	523.38
FLEET MAINTENANCE		10001775	1918419	505719	MOTOR VEHICLES- MAINTENANCE	CLASSIC TULSA	174226	1,075.13

Tulsa County Clerk  
Purchase Orders

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
FLEET MAINTENANCE		10001775	1920098	505719	MOTOR VEHICLES-MAINTENANCE	OREILLY AUTOMOTIVE	0163-126409	284.97
FLEET MAINTENANCE		10001775	1920098	505719	MOTOR VEHICLES-MAINTENANCE	OREILLY AUTOMOTIVE	0163-124345	726.98
FLEET MAINTENANCE		10001775	1920436	505719	MOTOR VEHICLES-MAINTENANCE	STOREY WRECKER INC	479916	78.00
FLEET MAINTENANCE		10001775	1920436	505719	MOTOR VEHICLES-MAINTENANCE	STOREY WRECKER INC	477968	88.00
FLEET MAINTENANCE		10001775	1920436	505719	MOTOR VEHICLES-MAINTENANCE	STOREY WRECKER INC	479935	90.00
FLEET MAINTENANCE		10001775	1921184	505719	MOTOR VEHICLES-MAINTENANCE	AMAZON.COM LLC	964356739389	122.88
FLEET MAINTENANCE		10001775	1921428	505709	MOTOR VEHICLES-OPER SUPPLIES	PETROLEUM TRADERS	1400816	15,494.66
FLEET MAINTENANCE		10001775	1921695	505719	MOTOR VEHICLES-MAINTENANCE	ALLIED TRANSPORT	3509-19	159.75
<b>Department Total</b>		<b>10001775</b>						<b>25,700.51</b>
<b>10001850</b>								
BLDG OPS ADMIN		10001850	1914926	505859	OTHER SERVICES	AMERICAN SERVICES IN	0039016-IN	19.00
BLDG OPS ADMIN		10001850	1914926	505859	OTHER SERVICES	AMERICAN SERVICES IN	0039017-IN	19.00
BLDG OPS ADMIN		10001850	1914926	505859	OTHER SERVICES	AMERICAN SERVICES IN	0039025-IN	19.00
BLDG OPS ADMIN		10001850	1914926	505859	OTHER SERVICES	AMERICAN SERVICES IN	0039026-IN	20.00
BLDG OPS ADMIN		10001850	1914926	505859	OTHER SERVICES	AMERICAN SERVICES IN	00390220-IN	35.00
BLDG OPS ADMIN		10001850	1914926	505859	OTHER SERVICES	AMERICAN SERVICES IN	0039041-IN	40.00
BLDG OPS ADMIN		10001850	1914926	505859	OTHER SERVICES	AMERICAN SERVICES IN	0039042-IN	45.00
BLDG OPS ADMIN		10001850	1914926	505859	OTHER SERVICES	AMERICAN SERVICES IN	0039019-IN	55.00
BLDG OPS ADMIN		10001850	1914926	505859	OTHER SERVICES	AMERICAN SERVICES IN	0039018-IN	57.00
BLDG OPS ADMIN		10001850	1914926	505859	OTHER SERVICES	AMERICAN SERVICES IN	0039022-IN	57.00
BLDG OPS ADMIN		10001850	1914926	505859	OTHER SERVICES	AMERICAN SERVICES IN	0039021-IN	76.00
BLDG OPS ADMIN		10001850	1920461	505859	OTHER SERVICES	CINTAS CORPORATION	063257874	20.10
BLDG OPS ADMIN		10001850	1920461	505859	OTHER SERVICES	CINTAS CORPORATION	063260964	20.10
BLDG OPS ADMIN		10001850	1920461	505859	OTHER SERVICES	CINTAS CORPORATION	063260525	88.68
BLDG OPS ADMIN		10001850	1920461	505859	OTHER SERVICES	CINTAS CORPORATION	063257873	106.48
BLDG OPS ADMIN		10001850	1920461	505859	OTHER SERVICES	CINTAS CORPORATION	063260963	152.18
BLDG OPS ADMIN		10001850	1920461	505859	OTHER SERVICES	CINTAS CORPORATION	063262468	252.01

Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
5/23/2019  
1:44:14 PM

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
BLDG OPS ADMIN		10001850	1920461	505859	OTHER SERVICES	CINTAS CORPORATION	063259343	265.46
<b>Department Total</b>		<b>10001850</b>						<b>1,347.01</b>
<b>10001875</b>								
CARPENTRY SHOP		10001875	1917920	505741	BUILDING MATERIALS	SHERWIN-WILLIAMS CO,	38781116140 519	28.00
CARPENTRY SHOP		10001875	1917920	505741	BUILDING MATERIALS	SHERWIN-WILLIAMS CO,	50570128780 419	37.70
CARPENTRY SHOP		10001875	1917920	505741	BUILDING MATERIALS	SHERWIN-WILLIAMS CO,	37635116140 419	39.39
CARPENTRY SHOP		10001875	1917920	505741	BUILDING MATERIALS	SHERWIN-WILLIAMS CO,	40456116140 519	130.39
CARPENTRY SHOP		10001875	1917920	505741	BUILDING MATERIALS	SHERWIN-WILLIAMS CO,	37239116140 419	162.65
<b>Department Total</b>		<b>10001875</b>						<b>398.13</b>
<b>10001900</b>								
JANITORIAL		10001900	1921444	505760	JANITORIAL SUPPLIES	HOME DEPOT PRO	491519831	85.68
JANITORIAL		10001900	1921444	505760	JANITORIAL SUPPLIES	HOME DEPOT PRO	491850129	504.72
<b>Department Total</b>		<b>10001900</b>						<b>590.40</b>
<b>10001925</b>								
BLDG MAINTENANCE		10001925	1917393	505539	BLDGS & GROUNDS MAINTENANCE	DAVCO MECHANICAL	44134	4,700.00
BLDG MAINTENANCE		10001925	1917822	505539	BLDGS & GROUNDS MAINTENANCE	W W GRAINGER INC	9168479872	375.86
BLDG MAINTENANCE	BO9P1	10001925	1918543	505539	BLDGS & GROUNDS MAINTENANCE	DAVCO MECHANICAL	44601	4,160.00
BLDG MAINTENANCE	BS5P2	10001925	1918547	505539	BLDGS & GROUNDS MAINTENANCE	TULSA ELECTRIC LLC	TE0782	19,861.00
BLDG MAINTENANCE		10001925	1919048	505539	BLDGS & GROUNDS MAINTENANCE	HEATWAVE SUPPLY INC	D38229-001	440.91
BLDG MAINTENANCE		10001925	1919048	607079	OTHER M&E AND MATERIALS	HEATWAVE SUPPLY INC	D38229-001	611.25
BLDG MAINTENANCE		10001925	1920119	505539	BLDGS & GROUNDS MAINTENANCE	MARQUIS HARDWARE	158975	270.00

Tulsa County Clerk  
Purchase Orders

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
BLDG MAINTENANCE		10001925	1920469	505539	BLDGS & GROUNDS MAINTENANCE	W W GRAINGER INC	9174531203	45.32
BLDG MAINTENANCE		10001925	1920469	505539	BLDGS & GROUNDS MAINTENANCE	W W GRAINGER INC	9169324051	338.62
BLDG MAINTENANCE		10001925	1920698	505539	BLDGS & GROUNDS MAINTENANCE	OK FILTER CO INC	110022	2,904.88
BLDG MAINTENANCE		10001925	1920883	505539	BLDGS & GROUNDS MAINTENANCE	AMAZON.COM LLC	553469767497	617.25
BLDG MAINTENANCE		10001925	1921041	505539	BLDGS & GROUNDS MAINTENANCE	ECONOMY LUMBER CO IN	27906	94.40
BLDG MAINTENANCE		10001925	1921041	505539	BLDGS & GROUNDS MAINTENANCE	ECONOMY LUMBER CO IN	27612	953.00
BLDG MAINTENANCE		10001925	1921347	505539	BLDGS & GROUNDS MAINTENANCE	TULSA COFFEE SERVICE	011053-2019	352.20
<b>Department Total</b>		<b>10001925</b>						<b>35,724.69</b>
<b>10001930</b>								
BLDG MAINT TC HQ BUILDING		10001930	1907088	505969	UTILITY SERVICES	CITY OF TULSA	106754849	1,064.45
BLDG MAINT TC HQ BUILDING		10001930	1913537	505969	UTILITY SERVICES	ONEOK INC	213419976177959973	100.15
BLDG MAINT TC HQ BUILDING		10001930	1914882	505539	BLDGS & GROUNDS MAINTENANCE	HAMILTON WATER SERVI	19081	375.00
<b>Department Total</b>		<b>10001930</b>						<b>1,539.60</b>
<b>10001975</b>								
RENTALS & UTILITIES		10001975	1909165	505969	UTILITY SERVICES	CITY OF TULSA	1036-7691-2	2,831.32
RENTALS & UTILITIES		10001975	1909519	505969	UTILITY SERVICES	ONEOK INC	210047329104851091	121.32
RENTALS & UTILITIES		10001975	1909519	505969	UTILITY SERVICES	ONEOK INC	210181461116990218	148.69
RENTALS & UTILITIES		10001975	1909519	505969	UTILITY SERVICES	ONEOK INC	211124812180937009	158.65
RENTALS & UTILITIES		10001975	1909519	505969	UTILITY SERVICES	ONEOK INC	211048279174058464	172.32
RENTALS & UTILITIES		10001975	1909519	505969	UTILITY SERVICES	ONEOK INC	210125852111943309	182.14
RENTALS & UTILITIES		10001975	1909519	505969	UTILITY SERVICES	ONEOK INC	210099354109483936	928.97
RENTALS & UTILITIES		10001975	1914678	505969	UTILITY SERVICES	CITY OF TULSA	1023-7982-3	6.38

Tulsa County Clerk  
Purchase Orders

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
RENTALS & UTILITIES		10001975	1914678	505969	UTILITY SERVICES	CITY OF TULSA	1050-5457-1	10.16
RENTALS & UTILITIES		10001975	1914678	505969	UTILITY SERVICES	CITY OF TULSA	1036-8809-9	824.15
RENTALS & UTILITIES		10001975	1914683	505969	UTILITY SERVICES	CITY OF TULSA	104778840	386.67
RENTALS & UTILITIES		10001975	1914683	505969	UTILITY SERVICES	CITY OF TULSA	103677522	840.93
RENTALS & UTILITIES		10001975	1914690	505969	UTILITY SERVICES	CITY OF TULSA	103679155	2,351.22
RENTALS & UTILITIES		10001975	1914691	505969	UTILITY SERVICES	CITY OF TULSA	1023-7973-2	662.03
RENTALS & UTILITIES		10001975	1914691	505969	UTILITY SERVICES	CITY OF TULSA	1036-7692-0	1,508.75
RENTALS & UTILITIES		10001975	1914877	505969	UTILITY SERVICES	HAMILTON WATER SERVI	19024	205.00
<b>Department Total</b>		<b>10001975</b>						<b>11,338.70</b>
<b>10002000</b>								
IT GENERAL		10002000	1911046	505889	PROFESSIONAL & TECH SERVICES	INTERWORKS INC	207325	1,093.75
IT GENERAL		10002000	1911046	505889	PROFESSIONAL & TECH SERVICES	INTERWORKS INC	207326	2,056.25
IT GENERAL		10002000	1913905	505969	UTILITY SERVICES	CELLCO PARTNERSHIP	322431691-00011	54.70
IT GENERAL		10002000	1916195	505969	UTILITY SERVICES	COXCOM INC	0016311065692001	99.95
IT GENERAL		10002000	1916669	505969	UTILITY SERVICES	AT&T CORP	918-488-0900-988-1	2,978.54
IT GENERAL		10002000	1917008	505535	HEATING & A/C SERVICE	DCI COMMUNICATIONS	615419	322.25
IT GENERAL		10002000	1917406	505535	HEATING & A/C SERVICE	DCI COMMUNICATIONS	615422	353.35
IT GENERAL		10002000	1917549	505969	UTILITY SERVICES	COXCOM INC	0016311066865001	515.35
IT GENERAL		10002000	1920291	505940	TRAINING	BRODERICK, KYLE	050519-050919-MEALS	474.93
<b>Department Total</b>		<b>10002000</b>						<b>7,949.07</b>
<b>10002525</b>								
COUNTY ENGINEERS-GEN		10002525	1913370	505969	UTILITY SERVICES	OG&E	127564691-5	35.05
COUNTY ENGINEERS-GEN		10002525	1918173	505969	UTILITY SERVICES	WINDSTREAM CORPORATI	100971415	306.03
COUNTY ENGINEERS-GEN		10002525	1919468	505969	UTILITY SERVICES	CITY OF TULSA	1028-8631-4	154.09
COUNTY ENGINEERS-GEN		10002525	1920273	505969	UTILITY SERVICES	ONEOK INC	210055579-1054901-73	136.23



Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
5/23/2019  
1:44:14 PM

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
COUNTY ENGINEERS-GEN		10002525	1920274	505969	UTILITY SERVICES	ONEOK INC	210034034-1037697-73	189.86
<b>Department Total</b>		<b>10002525</b>						<b>821.26</b>
<b>10002550</b>								
LEVEE MAINTENANCE		10002550	1920243	505849	OPERATING SUPPLIES	MTS BRUSH HOGGING	520	2,354.68
LEVEE MAINTENANCE		10002550	1921692	505849	OPERATING SUPPLIES	MTS BRUSH HOGGING	521	636.40
<b>Department Total</b>		<b>10002550</b>						<b>2,991.08</b>
<b>10002575</b>								
PARK OPERATIONS-GENERAL		10002575	1916251	506082	CONTRACTED SERVICES	ARENASERVE LLC	SLG-0319	755.86
PARK OPERATIONS-GENERAL		10002575	1916251	506082	CONTRACTED SERVICES	ARENASERVE LLC	LAFG-0319	1,148.11
<b>Department Total</b>		<b>10002575</b>						<b>1,903.97</b>
<b>10002750</b>								
REMEDIAL AID		10002750	1913550	506080	CONTRACTED MEDICAL SERVICES	BROKEN ARROW FAMILY	043019-050219-SOC	855.00
REMEDIAL AID		10002750	1913550	506080	CONTRACTED MEDICAL SERVICES	BROKEN ARROW FAMILY	050719-050919-SOC	855.00
REMEDIAL AID		10002750	1921575	506030	BURIAL FOR THE POOR	NICK REYNOLDS FUNER	COFFMAN-WILLIAM	190.00
REMEDIAL AID		10002750	1921575	506030	BURIAL FOR THE POOR	NICK REYNOLDS FUNER	GANTT-DARYL-R	190.00
REMEDIAL AID		10002750	1921575	506030	BURIAL FOR THE POOR	NICK REYNOLDS FUNER	LAWSON-TRISHA	190.00
REMEDIAL AID		10002750	1921575	506030	BURIAL FOR THE POOR	NICK REYNOLDS FUNER	SPENCER-LINDA	190.00
REMEDIAL AID		10002750	1921575	506030	BURIAL FOR THE POOR	NICK REYNOLDS FUNER	WANAMAKE R-EDWARD	190.00
REMEDIAL AID		10002750	1921575	506030	BURIAL FOR THE POOR	NICK REYNOLDS FUNER	WHITWORT H-STEVEN	190.00
REMEDIAL AID		10002750	1921575	506030	BURIAL FOR THE POOR	NICK REYNOLDS FUNER	WILLIAM-DAVID	190.00
REMEDIAL AID		10002750	1921577	506030	BURIAL FOR THE POOR	MOORE FUNERAL HOME I	ELSTON-CARMILLA-A	190.00
REMEDIAL AID		10002750	1921577	506030	BURIAL FOR THE POOR	MOORE FUNERAL HOME I	HOLLAND-DONALD	190.00

Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
5/23/2019  
1:44:14 PM

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
REMEDIAL AID		10002750	1921577	506030	BURIAL FOR THE POOR	MOORE FUNERAL HOME I	MAAS-LINDA-R	190.00
REMEDIAL AID		10002750	1921640	506030	BURIAL FOR THE POOR	SERENITY FUNERALS &	BRAZELL-JR-ROBERT-LE	190.00
REMEDIAL AID		10002750	1921640	506030	BURIAL FOR THE POOR	SERENITY FUNERALS &	GOAD-FRANK	190.00
REMEDIAL AID		10002750	1921640	506030	BURIAL FOR THE POOR	SERENITY FUNERALS &	HOUSLEY-DONALD-W	190.00
REMEDIAL AID		10002750	1921640	506030	BURIAL FOR THE POOR	SERENITY FUNERALS &	JONES-DONNA	190.00
REMEDIAL AID		10002750	1921640	506030	BURIAL FOR THE POOR	SERENITY FUNERALS &	SPRANGEL-THOMAS-M	190.00
REMEDIAL AID		10002750	1921708	506030	BURIAL FOR THE POOR	KENNEDY SERVICE GROU	ACREE-ANTHONY	190.00
REMEDIAL AID		10002750	1921708	506030	BURIAL FOR THE POOR	KENNEDY SERVICE GROU	BOGGS-DONALD	190.00
REMEDIAL AID		10002750	1921708	506030	BURIAL FOR THE POOR	KENNEDY SERVICE GROU	BRITTAN-DANIEL-BOLES	190.00
REMEDIAL AID		10002750	1921708	506030	BURIAL FOR THE POOR	KENNEDY SERVICE GROU	CICCI-CODY-MICHAEL	190.00
REMEDIAL AID		10002750	1921708	506030	BURIAL FOR THE POOR	KENNEDY SERVICE GROU	CLAPP-ROBERT	190.00
REMEDIAL AID		10002750	1921708	506030	BURIAL FOR THE POOR	KENNEDY SERVICE GROU	GOULD-GEORGE-FREDRIC	190.00
REMEDIAL AID		10002750	1921708	506030	BURIAL FOR THE POOR	KENNEDY SERVICE GROU	JOHNSTON-KRISTINA	190.00
REMEDIAL AID		10002750	1921708	506030	BURIAL FOR THE POOR	KENNEDY SERVICE GROU	KLINE-JACK	190.00
REMEDIAL AID		10002750	1921708	506030	BURIAL FOR THE POOR	KENNEDY SERVICE GROU	LAW-NATHANAEL-NEWELL	190.00
REMEDIAL AID		10002750	1921708	506030	BURIAL FOR THE POOR	KENNEDY SERVICE GROU	MOORE-TERRY	190.00
REMEDIAL AID		10002750	1921708	506030	BURIAL FOR THE POOR	KENNEDY SERVICE GROU	PEUGH-TERRY-LYNN	190.00
REMEDIAL AID		10002750	1921709	506030	BURIAL FOR THE POOR	JACKS MEMORY CHAPEL	FORD-EDWARD-L	190.00

Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
5/23/2019  
1:44:14 PM

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
REMEDIAL AID		10002750	1921709	506030	BURIAL FOR THE POOR	JACKS MEMORY CHAPEL	HOLDER-ZAKI-SHAHEED	190.00
REMEDIAL AID		10002750	1921709	506030	BURIAL FOR THE POOR	JACKS MEMORY CHAPEL	HUFHAM-MARY	190.00
REMEDIAL AID		10002750	1921709	506030	BURIAL FOR THE POOR	JACKS MEMORY CHAPEL	WARREN-PAMELA-JEAN	190.00
REMEDIAL AID		10002750	1921710	506030	BURIAL FOR THE POOR	STUMPFF CORPORATION	BROWN-SYLVESTER	190.00
REMEDIAL AID		10002750	1921710	506030	BURIAL FOR THE POOR	STUMPFF CORPORATION	BRYANT-MARION	190.00
REMEDIAL AID		10002750	1921710	506030	BURIAL FOR THE POOR	STUMPFF CORPORATION	MATLOCK-DEBRA	190.00
REMEDIAL AID		10002750	1921710	506030	BURIAL FOR THE POOR	STUMPFF CORPORATION	TRIMBLE-ROBERT	190.00
REMEDIAL AID		10002750	1921712	506030	BURIAL FOR THE POOR	LEGACY FUNERAL HOLD	BAKER, ARLENE	190.00
REMEDIAL AID		10002750	1921712	506030	BURIAL FOR THE POOR	LEGACY FUNERAL HOLD	THOMPSON, BOBBY GENE	190.00
REMEDIAL AID		10002750	1921714	506030	BURIAL FOR THE POOR	ROSE HILL PARTNERS	EVANS, TRAVIS WAYNE	190.00
REMEDIAL AID		10002750	1921714	506030	BURIAL FOR THE POOR	ROSE HILL PARTNERS	REYNOLDS, TERRANCE	190.00
REMEDIAL AID		10002750	1921715	506030	BURIAL FOR THE POOR	SCHAUDTS	STEINMETZ-JAMES	190.00
REMEDIAL AID		10002750	1921716	506030	BURIAL FOR THE POOR	STUMPFF CORPORATION	GIDEON-JAMES	190.00
REMEDIAL AID		10002750	1921718	506030	BURIAL FOR THE POOR	JOHNSON FUNERAL HOME	MONTGOME RY-DONNA-G	190.00
<b>Department Total</b>		<b>10002750</b>						<b>9,500.00</b>
<b>10002800</b>								
EMERGENCY SHELTER		10002800	1907571	505746	EMERGENCY GROCERIES	WAREHOUSE MARKET INC	00499204-2019	31.35
EMERGENCY SHELTER		10002800	1907571	505746	EMERGENCY GROCERIES	WAREHOUSE MARKET INC	00500330	33.71

Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
5/23/2019  
1:44:14 PM

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
EMERGENCY SHELTER		10002800	1907571	505746	EMERGENCY GROCERIES	WAREHOUSE MARKET INC	00498724	34.56
EMERGENCY SHELTER		10002800	1907571	505746	EMERGENCY GROCERIES	WAREHOUSE MARKET INC	00501231	35.95
EMERGENCY SHELTER		10002800	1907571	505746	EMERGENCY GROCERIES	WAREHOUSE MARKET INC	00499881	39.78
EMERGENCY SHELTER		10002800	1911256	505746	EMERGENCY GROCERIES	HILAND DAIRY FOODS	9083103	23.28
EMERGENCY SHELTER		10002800	1911256	505746	EMERGENCY GROCERIES	HILAND DAIRY FOODS	9083340	27.16
EMERGENCY SHELTER		10002800	1911256	505746	EMERGENCY GROCERIES	HILAND DAIRY FOODS	9083176	52.42
EMERGENCY SHELTER		10002800	1911256	505746	EMERGENCY GROCERIES	HILAND DAIRY FOODS	9083255	52.52
EMERGENCY SHELTER		10002800	1911256	505746	EMERGENCY GROCERIES	HILAND DAIRY FOODS	9083028	61.06
EMERGENCY SHELTER		10002800	1911573	505746	EMERGENCY GROCERIES	FRONTIER PRODUCE INC	439547	394.23
EMERGENCY SHELTER		10002800	1921415	506100	EMER SHELTER RESIDENT CARE	ADVANCED INDUSTRIAL	251630	480.00
<b>Department Total</b>		<b>10002800</b>						<b>1,266.02</b>
<b>10002925</b>								
ELECT STAFF		10002925	1916239	505739	OFFICE SUPPLIES	TULSA COFFEE SERVICE	011052	49.16
ELECT STAFF		10002925	1918910	505734	ELECTION SUPPLIES	HOME DEPOT USA INC	7951220	41.93
ELECT STAFF		10002925	1919644	505889	PROFESSIONAL & TECH SERVICES	OMECORP LLC	228208	270.00
ELECT STAFF		10002925	1921548	505739	OFFICE SUPPLIES	OFFICE DEPOT INC	31383223800 1	69.75
ELECT STAFF		10002925	1921549	505798	SMALL TOOLS & INSTRUMENTS	HOME DEPOT USA INC	3904-00004- 52003	34.91
ELECT STAFF		10002925	1921550	505739	OFFICE SUPPLIES	ADVANCED INDUSTRIAL	251696	139.16
<b>Department Total</b>		<b>10002925</b>						<b>604.91</b>
<b>10002950</b>								
COUNTY TREASURER		10002950	1918950	505551	POSTAGE	SASHAY CORPORATE SER	147120	120.39
COUNTY TREASURER		10002950	1918950	505854	SPECIAL SERVICES	SASHAY CORPORATE SER	147120	825.11
COUNTY TREASURER		10002950	1919689	505551	POSTAGE	SASHAY CORPORATE SER	148109	206.19

Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
5/23/2019  
1:44:14 PM

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
COUNTY TREASURER		10002950	1919689	505854	SPECIAL SERVICES	SASHAY CORPORATE SER	148109	1,342.31
COUNTY TREASURER		10002950	1920075	505551	POSTAGE	SASHAY CORPORATE SER	148110	298.16
COUNTY TREASURER		10002950	1920075	505854	SPECIAL SERVICES	SASHAY CORPORATE SER	148110	1,279.13
COUNTY TREASURER		10002950	1921256	505560	NON-CAPITAL INVENTORY	CDW LLC	SDV4371	478.94
<b>Department Total</b>		<b>10002950</b>						<b>4,550.23</b>
<b>10003150</b>								
COUNTY ASSESSOR		10003150	1911943	505940	TRAINING	OKLAHOMA STATE UNIVE	V0015279	250.00
COUNTY ASSESSOR		10003150	1915765	505940	TRAINING	OKLAHOMA STATE UNIVE	V0015278- JOHNSON	0.00
COUNTY ASSESSOR		10003150	1917083	505940	TRAINING	OKLAHOMA STATE UNIVE	V0015278	250.00
COUNTY ASSESSOR		10003150	1920226	505204	TRAVEL-OUT OF COUNTY	FOUR G LLC	76350041- JAIME- JONES	597.17
COUNTY ASSESSOR		10003150	1920816	505920	SUBSCRIPTIONS & MEMBERSHIPS	COXCOM INC	00163110001 21802	61.74
COUNTY ASSESSOR		10003150	1921391	505564	SOFTWARE NON-CAPITAL	SHI INTERNATIONAL CO	B09951588	7,728.00
COUNTY ASSESSOR		10003150	1921442	505204	TRAVEL-OUT OF COUNTY	RITTER, TAMMY E	051019	137.66
COUNTY ASSESSOR		10003150	1921551	607076	DATA PROCESSING SOFTWARE	SHI INTERNATIONAL CO	B09952194	1,278.00
COUNTY ASSESSOR		10003150	1921737	505940	TRAINING	KANSAS COUNTY APPRAI	10003150- 505940	450.00
COUNTY ASSESSOR		10003150	1921832	505204	TRAVEL-OUT OF COUNTY	TPS TIC LLC	91288404- STEWART	574.33
COUNTY ASSESSOR		10003150	1921832	505204	TRAVEL-OUT OF COUNTY	TPS TIC LLC	91293424- HOLLAWAY	574.33
COUNTY ASSESSOR		10003150	1922055	505940	TRAINING	PAYNE, SHERRY J	SPRING- 2019	1,000.00
<b>Department Total</b>		<b>10003150</b>						<b>12,901.23</b>
<b>10003599</b>								
SHERIFF WARRANT DIVISION		10003599	1918154	505909	RENTALS & LEASES	IMAGENET CONSULTING	CNIN091141 BMIT	364.00
<b>Department Total</b>		<b>10003599</b>						<b>364.00</b>
<b>10003600</b>								
SHERIFF'S DEPT-GENERAL FUND		10003600	1911289	505849	OPERATING SUPPLIES	W W GRAINGER INC	9120146437	33.81
SHERIFF'S DEPT-GENERAL FUND		10003600	1911289	505849	OPERATING SUPPLIES	W W GRAINGER INC	9118185736	71.40

Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
5/23/2019  
1:44:14 PM

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
SHERIFF'S DEPT-GENERAL FUND		10003600	1911289	505849	OPERATING SUPPLIES	W W GRAINGER INC	9137166287	127.50
SHERIFF'S DEPT-GENERAL FUND		10003600	1911289	505849	OPERATING SUPPLIES	W W GRAINGER INC	9173969073	173.92
SHERIFF'S DEPT-GENERAL FUND		10003600	1911289	505849	OPERATING SUPPLIES	W W GRAINGER INC	9145078227	178.96
SHERIFF'S DEPT-GENERAL FUND		10003600	1916725	505909	RENTALS & LEASES	IMAGENET CONSULTING	CNIN091233 BMIT	124.48
SHERIFF'S DEPT-GENERAL FUND		10003600	1918039	505909	RENTALS & LEASES	AQUARIUS ENTERPRISES	278315	274.75
SHERIFF'S DEPT-GENERAL FUND		10003600	1918051	505909	RENTALS & LEASES	AQUARIUS ENTERPRISES	278490	54.95
SHERIFF'S DEPT-GENERAL FUND		10003600	1918060	505855	EQUIP SERVICE AGREEMENTS	AMERICAN SERVICES IN	0039024-IN	40.00
SHERIFF'S DEPT-GENERAL FUND		10003600	1918061	505855	EQUIP SERVICE AGREEMENTS	AMERICAN SERVICES IN	0039023-IN	38.00
SHERIFF'S DEPT-GENERAL FUND		10003600	1918063	505855	EQUIP SERVICE AGREEMENTS	AMERICAN SERVICES IN	0039090-IN	40.00
SHERIFF'S DEPT-GENERAL FUND		10003600	1918069	505969	UTILITY SERVICES	COXCOM INC	001-6311- 064512001	119.95
SHERIFF'S DEPT-GENERAL FUND		10003600	1918203	505890	PUBLICATION & ADVERTISING	WEST PUBLISHING CORP	840235884	1,099.20
SHERIFF'S DEPT-GENERAL FUND		10003600	1918633	505909	RENTALS & LEASES	IMAGENET CONSULTING	CNIN091243 BMIT	433.68
<b>Department Total</b>		<b>10003600</b>						<b>2,810.60</b>
<b>10003675</b>								
PUBLIC DEFENDER-GEN		10003675	1914072	505670	MISCELLANEOUS EXPENSE	WORKSPACE SOLUTION	98468	1,500.00
PUBLIC DEFENDER-GEN		10003675	1914072	505739	OFFICE SUPPLIES	WORKSPACE SOLUTION	98468	1,128.57
PUBLIC DEFENDER-GEN		10003675	1914072	505859	OTHER SERVICES	WORKSPACE SOLUTION	98468	125.00
PUBLIC DEFENDER-GEN		10003675	1917820	505739	OFFICE SUPPLIES	GREEN COUNTRY SHREDD	H-13389	50.00
<b>Department Total</b>		<b>10003675</b>						<b>2,803.57</b>
<b>10003750</b>								
JUVENILE PROBATION		10003750	1914938	505203	MILEAGE REIMB-IN COUNTY	LAFORTUNE, KATHRYN	041019- 042619	28.42
JUVENILE PROBATION		10003750	1918771	505203	MILEAGE REIMB-IN COUNTY	GEORGE, AARON	040219- 043019	66.12
JUVENILE PROBATION		10003750	1918772	505819	MISCELLANEOUS SUPPLIES	AQUARIUS ENTERPRISES	277250	45.05
JUVENILE PROBATION		10003750	1920187	505849	OPERATING SUPPLIES	NCS PEARSON INC	4791845	1,417.88

Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
5/23/2019  
1:44:14 PM

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
JUVENILE PROBATION		10003750	1920187	505849	OPERATING SUPPLIES	NCS PEARSON INC	4789276	3,180.00
<b>Department Total</b>		<b>10003750</b>						<b>4,737.47</b>
<b>20101650</b>								
SELF INSURANCE		20101650	1922017	506085	EXPENSES FOR ADMINISTRATION	COMMUNITYCARE HMO	APR-2019-CLAIMS-FEES	2,966.74
SELF INSURANCE		20101650	1922017	505140	GROUP HOSPITALIZATION	COMMUNITYCARE HMO	APR-2019-CLAIMS-FEES	148,336.92
<b>Department Total</b>		<b>20101650</b>						<b>151,303.66</b>
<b>20101655</b>								
FLEX SPENDING ACCOUNT		20101655	1919664	505379	2019 FLEXIBLE SPENDING ACCOUNT	TOTAL ADMINISTRATIVE	IN1511934	800.00
<b>Department Total</b>		<b>20101655</b>						<b>800.00</b>
<b>20101660</b>								
HEALTH DEPT FLEX SPENDING ACCT		20101660	1919664	505379	2019 FLEXIBLE SPENDING ACCOUNT	TOTAL ADMINISTRATIVE	IN1495276	214.59
<b>Department Total</b>		<b>20101660</b>						<b>214.59</b>
<b>20202585</b>								
PARK OPERATIONS		20202585	1920165	505539	BLDGS & GROUNDS MAINTENANCE	BROOKS GREASE SERVIC	148437	300.00
PARK OPERATIONS		20202585	1920386	505544	DAY CAMP - PARKS	ERNST LUDWIG INC	20190510	20.00
PARK OPERATIONS		20202585	1920588	505540	SWIMMING POOL SUPPLIES	TULSA GAS & GEAR LLC	50121513	168.75
PARK OPERATIONS		20202585	1920650	505540	SWIMMING POOL SUPPLIES	BRENNTAG SOUTHWEST I	BSW096012	1,294.20
PARK OPERATIONS		20202585	1920689	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN SERVICES IN	0038961-IN	19.00
PARK OPERATIONS		20202585	1920689	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN SERVICES IN	0038993-IN	38.00
PARK OPERATIONS		20202585	1921559	505539	BLDGS & GROUNDS MAINTENANCE	OKLAHOMA STATE DEPT	3120-2019	75.00

Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
5/23/2019  
1:44:14 PM

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
PARK OPERATIONS		20202585	1921559	505539	BLDGS & GROUNDS MAINTENANCE	OKLAHOMA STATE DEPT	3121-2019	75.00
PARK OPERATIONS		20202585	1921559	505539	BLDGS & GROUNDS MAINTENANCE	OKLAHOMA STATE DEPT	72-73649-2019	125.00
PARK OPERATIONS		20202585	1921559	505539	BLDGS & GROUNDS MAINTENANCE	OKLAHOMA STATE DEPT	72-73652-2019	125.00
PARK OPERATIONS		20202585	1921559	505539	BLDGS & GROUNDS MAINTENANCE	OKLAHOMA STATE DEPT	72-73658-2019	125.00
PARK OPERATIONS		20202585	1921644	506185	OTHER REFUNDS	JOHNSON, MINNEE	JOHNSON-M-REFUND	25.00
PARK OPERATIONS		20202585	1921761	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN WASTE CONTR	0005284261	97.00
PARK OPERATIONS		20202585	1921761	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN WASTE CONTR	0005284017	120.00
PARK OPERATIONS		20202585	1921761	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN WASTE CONTR	0005283988	251.00
PARK OPERATIONS		20202585	1921761	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN WASTE CONTR	0005283987	278.00
PARK OPERATIONS		20202585	1921761	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN WASTE CONTR	0005283985	365.00
PARK OPERATIONS		20202585	1921762	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN WASTE CONTR	0005281485	70.74
PARK OPERATIONS		20202585	1921762	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN WASTE CONTR	0005283986	262.53
PARK OPERATIONS		20202585	1921762	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN WASTE CONTR	0005283984	361.00
PARK OPERATIONS		20202585	1921762	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN WASTE CONTR	0005283983	493.00
<b>Department Total</b>		<b>20202585</b>						<b>4,688.22</b>
<b>20202600</b>								
GROUND & MAINTENANCE		20202600	1919319	505590	OPER SUPPLIES&MAINT-EQUIP	BERRY COMPANIES INC	07198659	107.05
GROUND & MAINTENANCE		20202600	1919319	505590	OPER SUPPLIES&MAINT-EQUIP	BERRY COMPANIES INC	07198856	141.97
GROUND & MAINTENANCE		20202600	1921097	505539	BLDGS & GROUNDS MAINTENANCE	ADVANCED INDUSTRIAL	251669	127.48
GROUND & MAINTENANCE		20202600	1921118	505539	BLDGS & GROUNDS MAINTENANCE	AMAZON.COM LLC	463984964983	15.00



Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
5/23/2019  
1:44:14 PM

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
GROUNDS & MAINTENANCE		20202600	1921118	505539	BLDGS & GROUNDS MAINTENANCE	AMAZON.COM LLC	75343449889 6	16.98
<b>Department Total</b>		<b>20202600</b>						<b>408.48</b>
<b>20202625</b>								
HORTICULTURE CONSTRUCTION		20202625	1920425	505539	BLDGS & GROUNDS MAINTENANCE	BERRY COMPANIES INC	07200966	242.31
<b>Department Total</b>		<b>20202625</b>						<b>242.31</b>
<b>20202650</b>								
LAFORTUNE GOLF COURSE		20202650	1919777	505800	AGRICULTURAL SUPPLIES	HELENA CHEMICAL COMP	63308257	439.50
LAFORTUNE GOLF COURSE		20202650	1920429	506175	PURCHASES FOR RESALE- PARKS	BEN E KEITH FOODS	64338085	39.98
LAFORTUNE GOLF COURSE		20202650	1920429	506175	PURCHASES FOR RESALE- PARKS	BEN E KEITH FOODS	64340302	423.43
LAFORTUNE GOLF COURSE		20202650	1920429	506175	PURCHASES FOR RESALE- PARKS	BEN E KEITH FOODS	64336864	513.44
LAFORTUNE GOLF COURSE		20202650	1921293	505800	AGRICULTURAL SUPPLIES	WINFIELD SOLUTIONS	63090289	110.00
LAFORTUNE GOLF COURSE		20202650	1921293	505800	AGRICULTURAL SUPPLIES	WINFIELD SOLUTIONS	63090290	1,177.00
LAFORTUNE GOLF COURSE		20202650	1921343	505590	OPER SUPPLIES&MAINT-EQUIP	OREILLY AUTOMOTIVE	0162-363104	60.42
LAFORTUNE GOLF COURSE		20202650	1921343	505590	OPER SUPPLIES&MAINT-EQUIP	OREILLY AUTOMOTIVE	0162-362785	77.32
LAFORTUNE GOLF COURSE		20202650	1921343	505590	OPER SUPPLIES&MAINT-EQUIP	OREILLY AUTOMOTIVE	0162-362374	136.31
LAFORTUNE GOLF COURSE		20202650	1921343	505590	OPER SUPPLIES&MAINT-EQUIP	OREILLY AUTOMOTIVE	0162-363224	144.92
LAFORTUNE GOLF COURSE		20202650	1921343	505590	OPER SUPPLIES&MAINT-EQUIP	OREILLY AUTOMOTIVE	0162-361787	168.06
<b>Department Total</b>		<b>20202650</b>						<b>3,290.38</b>
<b>20202675</b>								
SOUTHLAKES GOLF COURSE		20202675	1917944	506175	PURCHASES FOR RESALE- PARKS	TULSA BEEF & PROVISI	95022	59.80
SOUTHLAKES GOLF COURSE		20202675	1917944	506175	PURCHASES FOR RESALE- PARKS	TULSA BEEF & PROVISI	95326	291.00

Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
5/23/2019  
1:44:14 PM

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
SOUTHLAKES GOLF COURSE		20202675	1919345	506175	PURCHASES FOR RESALE-PARKS	BEN E KEITH FOODS	64336687	352.91
SOUTHLAKES GOLF COURSE		20202675	1919345	506175	PURCHASES FOR RESALE-PARKS	BEN E KEITH FOODS	64328214	805.58
SOUTHLAKES GOLF COURSE		20202675	1920501	506175	PURCHASES FOR RESALE-PARKS	JS & T INC	145-2492	530.00
SOUTHLAKES GOLF COURSE		20202675	1921352	506175	PURCHASES FOR RESALE-PARKS	BEN E KEITH FOODS	64341949	1,180.72
<b>Department Total</b>		<b>20202675</b>						<b>3,220.01</b>
<b>20354975</b>								
PARKING-NON-COUNTY OWNED		20354975	1920955	505909	RENTALS & LEASES	SP+	JUNE-2019-0062018192	6,027.14
<b>Department Total</b>		<b>20354975</b>						<b>6,027.14</b>
<b>21003050</b>								
ASSESSOR VISUAL INSP		21003050	1909064	505940	TRAINING	OKLAHOMA STATE UNIVE	V0015278-FLY-HODGES-	375.00
ASSESSOR VISUAL INSP		21003050	1913575	505940	TRAINING	OKLAHOMA STATE UNIVE	V0015278-MOORE-JODY	125.00
ASSESSOR VISUAL INSP		21003050	1913741	505940	TRAINING	OKLAHOMA STATE UNIVE	V0015278-BAILEY-B-M	125.00
ASSESSOR VISUAL INSP		21003050	1915765	505940	TRAINING	OKLAHOMA STATE UNIVE	V0015278-JOHNSON	125.00
ASSESSOR VISUAL INSP		21003050	1918163	505940	TRAINING	OKLAHOMA STATE UNIVE	V0015278-BROWN-MARAC	375.00
ASSESSOR VISUAL INSP		21003050	1921061	505204	TRAVEL-OUT OF COUNTY	FOUR G LLC	95447373-T-FELTS	597.17
<b>Department Total</b>		<b>21003050</b>						<b>1,722.17</b>
<b>21203100</b>								
ASRS FEES		21203100	1920519	505849	OPERATING SUPPLIES	CDW LLC	SBM8055	148.36
<b>Department Total</b>		<b>21203100</b>						<b>148.36</b>

Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
5/23/2019  
1:44:14 PM

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
<b>23003600</b>								
SHERIFF'S DEPT - CASH FUND		23003600	1904369	505740	BUILDING MAINTENANCE EXPENSE	DCI COMMUNICATIONS	615201	1,124.22
SHERIFF'S DEPT - CASH FUND		23003600	1917908	505740	BUILDING MAINTENANCE EXPENSE	ECONOMY LUMBER CO IN	27529	400.00
SHERIFF'S DEPT - CASH FUND	SA13P	23003600	1918008	505909	RENTALS & LEASES	AYS LLC	176318	120.00
SHERIFF'S DEPT - CASH FUND	SA13P	23003600	1918039	505909	RENTALS & LEASES	AQUARIUS ENTERPRISES	278514	54.95
SHERIFF'S DEPT - CASH FUND	SA13P	23003600	1918071	505969	UTILITY SERVICES	CITY OF TULSA	1087-7048-8	209.90
SHERIFF'S DEPT - CASH FUND		23003600	1918410	505740	BUILDING MAINTENANCE EXPENSE	ECONOMY LUMBER CO IN	27632	375.68
SHERIFF'S DEPT - CASH FUND		23003600	1918411	505740	BUILDING MAINTENANCE EXPENSE	ECONOMY LUMBER CO IN	27698	381.17
SHERIFF'S DEPT - CASH FUND		23003600	1918412	505740	BUILDING MAINTENANCE EXPENSE	ECONOMY LUMBER CO IN	27884	359.57
SHERIFF'S DEPT - CASH FUND		23003600	1918413	505740	BUILDING MAINTENANCE EXPENSE	ECONOMY LUMBER CO IN	27758	399.75
SHERIFF'S DEPT - CASH FUND		23003600	1918564	505855	EQUIP SERVICE AGREEMENTS	ADVANCE ALARMS INC	1727827	25.00
SHERIFF'S DEPT - CASH FUND	SA13P	23003600	1918564	505855	EQUIP SERVICE AGREEMENTS	ADVANCE ALARMS INC	1726534	70.00
SHERIFF'S DEPT - CASH FUND		23003600	1918564	505855	EQUIP SERVICE AGREEMENTS	ADVANCE ALARMS INC	1726534	430.00
SHERIFF'S DEPT - CASH FUND		23003600	1918610	505909	RENTALS & LEASES	JBC PROPERTY INV	35947	2,950.00
SHERIFF'S DEPT - CASH FUND		23003600	1918614	505909	RENTALS & LEASES	PERPETUAL CORPORATIO	KT001-6	230.00
SHERIFF'S DEPT - CASH FUND		23003600	1918615	505909	RENTALS & LEASES	IMAGENET CONSULTING	CNIN090750 BMIT	500.22
SHERIFF'S DEPT - CASH FUND		23003600	1918799	505849	OPERATING SUPPLIES	CINTAS CORPORATION	063257440	39.78
SHERIFF'S DEPT - CASH FUND		23003600	1918800	505849	OPERATING SUPPLIES	CINTAS CORPORATION	063260526	39.78
SHERIFF'S DEPT - CASH FUND		23003600	1918934	505909	RENTALS & LEASES	IMAGENET CONSULTING	CNIN091252 BMIT	809.02
SHERIFF'S DEPT - CASH FUND		23003600	1918936	505909	RENTALS & LEASES	IMAGENET CONSULTING	CNIN091255 BMIT	348.16
SHERIFF'S DEPT - CASH FUND		23003600	1918999	505849	OPERATING SUPPLIES	BAYSINGER POLICE	1024771	264.95
SHERIFF'S DEPT - CASH FUND	SA13P	23003600	1919316	505740	BUILDING MAINTENANCE EXPENSE	TULSA ELECTRIC LLC	TE0773	1,515.00
SHERIFF'S DEPT - CASH FUND		23003600	1919456	505849	OPERATING SUPPLIES	CTD INC	14422857	391.66
SHERIFF'S DEPT - CASH FUND		23003600	1921216	505719	MOTOR VEHICLES-MAINTENANCE	MITCHELL, RICHARD J	I190515566	830.00

Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
5/23/2019  
1:44:14 PM

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
SHERIFF'S DEPT - CASH FUND		23003600	1921382	505849	OPERATING SUPPLIES	BEN E KEITH FOODS	64338348	267.85
SHERIFF'S DEPT - CASH FUND		23003600	1921623	505740	BUILDING MAINTENANCE EXPENSE	OKLAHOMA DEPARTMENT	190415E3038 1	225.00
<b>Department Total</b>		<b>23003600</b>						<b>12,361.66</b>
<b>23003602</b>								
ARM OF LAW		23003602	1905872	505719	MOTOR VEHICLES- MAINTENANCE	MORGAN TIRE & AUTO	183761	62.92
ARM OF LAW		23003602	1920360	505849	OPERATING SUPPLIES	CTD INC	14456437	91.59
ARM OF LAW		23003602	1921483	505560	NON-CAPITAL INVENTORY	MULTI SERVICE CORP	3834527	1,249.52
<b>Department Total</b>		<b>23003602</b>						<b>1,404.03</b>
<b>23003606</b>								
DOJ FORFEITURES		23003606	1920822	505719	MOTOR VEHICLES- MAINTENANCE	CODE 3 INC	1205959	1,140.30
<b>Department Total</b>		<b>23003606</b>						<b>1,140.30</b>
<b>23203644</b>								
USER REVENUES - JAIL		23203644	1916684	506080	CONTRACTED MEDICAL SERVICES	TURN KEY HEALTH	TUL-032	263,844.30
<b>Department Total</b>		<b>23203644</b>						<b>263,844.30</b>
<b>23203648</b>								
BUDGET BOARD APPROP-JAIL	SU1M8	23203648	1920373	607033	SECURITY EQUIPMENT	BLACK CREEK INTEGRA	1027601.02	378,029.50
<b>Department Total</b>		<b>23203648</b>						<b>378,029.50</b>
<b>23203649</b>								
JAIL EXPAN .026 PENNY SALES TA		23203649	1916684	506080	CONTRACTED MEDICAL SERVICES	TURN KEY HEALTH	TUL-032	7,066.70
<b>Department Total</b>		<b>23203649</b>						<b>7,066.70</b>
<b>24103350</b>								
COUNTY CLERK LIEN FEES		24103350	1918318	505564	SOFTWARE NON-CAPITAL	CONVERGEONE INC	IE9029860	245.10
COUNTY CLERK LIEN FEES		24103350	1921668	607050	FURNITURE & FIXTURES	SUNDANCE OFFICE SUPP	366056	928.95
COUNTY CLERK LIEN FEES		24103350	1921835	607050	FURNITURE & FIXTURES	SUNDANCE OFFICE SUPP	366355	928.25
<b>Department Total</b>		<b>24103350</b>						<b>2,102.30</b>

Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
5/23/2019  
1:44:14 PM

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
<b>26003900</b>								
JUVENILE DETENTION		26003900	1917591	505552	TELEPHONE SERVICE	UNITED STATES CELL	0303388559	36.48
JUVENILE DETENTION		26003900	1920187	505849	OPERATING SUPPLIES	NCS PEARSON INC	4791845	102.00
JUVENILE DETENTION		26003900	1921625	505859	OTHER SERVICES	AMERICAN SERVICES IN	0038994-IN	400.00
JUVENILE DETENTION		26003900	1921639	505859	OTHER SERVICES	JOHNSON CONTROLS INC	85809732	561.00
<b>Department Total</b>		<b>26003900</b>						<b>1,099.48</b>
<b>26003985</b>								
SAFE BABIES COMMUNITY COURT	JPBSB	26003985	1919333	505889	PROFESSIONAL & TECH SERVICES	CLEGG, GWENDOLYN	1500	3,000.00
SAFE BABIES COMMUNITY COURT	JPBSB	26003985	1919334	505889	PROFESSIONAL & TECH SERVICES	STUCKY, DIANA LEA	700	1,250.00
<b>Department Total</b>		<b>26003985</b>						<b>4,250.00</b>
<b>27002825</b>								
GRANT FUNDS	GU17F	27002825	1921899	506082	CONTRACTED SERVICES	TOWN OF SPERRY	PROJECT-1309-A	4,999.50
<b>Department Total</b>		<b>27002825</b>						<b>4,999.50</b>
<b>29002975</b>								
TREAS-MORTGAGE CERT FEE		29002975	1920078	505859	OTHER SERVICES	MAILRUN COURIER	36483	165.00
TREAS-MORTGAGE CERT FEE		29002975	1921254	505940	TRAINING	BLUE, STEVEN	050519-050919	1,774.30
TREAS-MORTGAGE CERT FEE		29002975	1921599	505849	OPERATING SUPPLIES	NATIONAL FINANCIAL	134773	209.92
<b>Department Total</b>		<b>29002975</b>						<b>2,149.22</b>
<b>29103000</b>								
TREAS-RESALE PROPERTY		29103000	1905435	505859	OTHER SERVICES	LEXISNEXIS RISK DATA	1441910-20190430	788.78
TREAS-RESALE PROPERTY		29103000	1916304	505539	BLDGS & GROUNDS MAINTENANCE	CITY OF TULSA	419827	112.00
TREAS-RESALE PROPERTY		29103000	1916304	505539	BLDGS & GROUNDS MAINTENANCE	CITY OF TULSA	419815	180.00
TREAS-RESALE PROPERTY		29103000	1916304	505539	BLDGS & GROUNDS MAINTENANCE	CITY OF TULSA	419819	210.00
TREAS-RESALE PROPERTY		29103000	1919626	505909	RENTALS & LEASES	SMG - COX BUSINESS	1025-65-5221	7,645.50
TREAS-RESALE PROPERTY		29103000	1919939	505551	POSTAGE	SASHAY CORPORATE SER	147981	1,167.60

Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
5/23/2019  
1:44:14 PM

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
TREAS-RESALE PROPERTY		29103000	1919939	505854	SPECIAL SERVICES	SASHAY CORPORATE SER	147981	114.66
TREAS-RESALE PROPERTY		29103000	1920378	505551	POSTAGE	SASHAY CORPORATE SER	148330	33.82
TREAS-RESALE PROPERTY		29103000	1920378	505854	SPECIAL SERVICES	SASHAY CORPORATE SER	148330	181.31
TREAS-RESALE PROPERTY		29103000	1920545	505551	POSTAGE	SASHAY CORPORATE SER	148372	764.50
TREAS-RESALE PROPERTY		29103000	1920545	505854	SPECIAL SERVICES	SASHAY CORPORATE SER	148372	75.26
TREAS-RESALE PROPERTY		29103000	1920696	505539	BLDGS & GROUNDS MAINTENANCE	CITY OF TULSA	1021-50042	7.66
TREAS-RESALE PROPERTY		29103000	1920696	505539	BLDGS & GROUNDS MAINTENANCE	CITY OF TULSA	1065-7179-7	7.66
TREAS-RESALE PROPERTY		29103000	1921386	505859	OTHER SERVICES	WALKER COMPANIES	72482	85.00
<b>Department Total</b>		<b>29103000</b>						<b>11,373.75</b>
<b>30002325</b>								
HIGHWAY CONSTRUCTION DIV		30002325	1915023	505849	OPERATING SUPPLIES	SIGNALTEK INC	15827	445.00
HIGHWAY CONSTRUCTION DIV		30002325	1916150	505849	OPERATING SUPPLIES	AMERICAN SERVICES IN	0039005-IN	10.00
HIGHWAY CONSTRUCTION DIV		30002325	1916150	505849	OPERATING SUPPLIES	AMERICAN SERVICES IN	0039006-IN	19.00
HIGHWAY CONSTRUCTION DIV		30002325	1916150	505849	OPERATING SUPPLIES	AMERICAN SERVICES IN	0039007-IN	33.00
HIGHWAY CONSTRUCTION DIV		30002325	1917222	505590	OPER SUPPLIES&MAINT-EQUIP	AMERIFLEX HOSE &	330600	13.00
HIGHWAY CONSTRUCTION DIV		30002325	1917222	505590	OPER SUPPLIES&MAINT-EQUIP	AMERIFLEX HOSE &	331358	17.30
HIGHWAY CONSTRUCTION DIV		30002325	1917222	505590	OPER SUPPLIES&MAINT-EQUIP	AMERIFLEX HOSE &	333470	39.25
HIGHWAY CONSTRUCTION DIV		30002325	1917222	505590	OPER SUPPLIES&MAINT-EQUIP	AMERIFLEX HOSE &	329241	44.90
HIGHWAY CONSTRUCTION DIV		30002325	1917222	505590	OPER SUPPLIES&MAINT-EQUIP	AMERIFLEX HOSE &	329272	79.00
HIGHWAY CONSTRUCTION DIV		30002325	1917222	505590	OPER SUPPLIES&MAINT-EQUIP	AMERIFLEX HOSE &	334736	131.01
HIGHWAY CONSTRUCTION DIV		30002325	1917222	505590	OPER SUPPLIES&MAINT-EQUIP	AMERIFLEX HOSE &	330419	149.00
HIGHWAY CONSTRUCTION DIV		30002325	1919941	505849	OPERATING SUPPLIES	FINAL TOUCH CLEANING	15957	1,500.00
HIGHWAY CONSTRUCTION DIV		30002325	1920583	505590	OPER SUPPLIES&MAINT-EQUIP	TULSA GAS & GEAR LLC	00575- 50121580	186.84
HIGHWAY CONSTRUCTION DIV		30002325	1920636	505847	SIGN & STRIPING SUPPLIES	SHERWIN-WILLIAMS CO,	21933205870 519	14.08
HIGHWAY CONSTRUCTION DIV		30002325	1920706	505590	OPER SUPPLIES&MAINT-EQUIP	TTNC ENTERPRISES LLC	333201	80.51

Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
5/23/2019  
1:44:14 PM

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
HIGHWAY CONSTRUCTION DIV		30002325	1921397	505590	OPER SUPPLIES&MAINT-EQUIP	G W VAN KEPPEL COMPA	PSO168582-1	99.29
HIGHWAY CONSTRUCTION DIV		30002325	1921398	505590	OPER SUPPLIES&MAINT-EQUIP	OREILLY AUTOMOTIVE	0830-398329	131.47
HIGHWAY CONSTRUCTION DIV		30002325	1921494	505590	OPER SUPPLIES&MAINT-EQUIP	W W GRAINGER INC	9169969350	1,305.61
HIGHWAY CONSTRUCTION DIV		30002325	1921503	505849	OPERATING SUPPLIES	INTERNATIONAL MUNICI	43815	40.00
HIGHWAY CONSTRUCTION DIV		30002325	1921503	505849	OPERATING SUPPLIES	INTERNATIONAL MUNICI	43809	100.00
HIGHWAY CONSTRUCTION DIV		30002325	1921505	505590	OPER SUPPLIES&MAINT-EQUIP	W W GRAINGER INC	9169525129	98.84
HIGHWAY CONSTRUCTION DIV		30002325	1921573	505590	OPER SUPPLIES&MAINT-EQUIP	OREILLY AUTOMOTIVE	0830-398648	75.88
HIGHWAY CONSTRUCTION DIV		30002325	1921646	505590	OPER SUPPLIES&MAINT-EQUIP	HOME DEPOT PRO	489037424	436.20
<b>Department Total</b>		<b>30002325</b>						<b>5,049.18</b>
<b>30002330</b>								
HIGHWAY DISTRICT 1		30002330	1914269	505849	OPERATING SUPPLIES	AQUARIUS ENTERPRISES	278342	5.00
HIGHWAY DISTRICT 1		30002330	1916001	505849	OPERATING SUPPLIES	ADVANCED WORKZONE	16692	14.00
HIGHWAY DISTRICT 1		30002330	1916001	505849	OPERATING SUPPLIES	ADVANCED WORKZONE	16691	35.00
HIGHWAY DISTRICT 1		30002330	1920270	505849	OPERATING SUPPLIES	BARCLAY, EDWARD	R1824295664	558.93
HIGHWAY DISTRICT 1		30002330	1920317	505849	OPERATING SUPPLIES	HELENA CHEMICAL COMP	63308532	2,380.50
HIGHWAY DISTRICT 1		30002330	1920353	505849	OPERATING SUPPLIES	TULSA GAS & GEAR LLC	80008962	45.00
HIGHWAY DISTRICT 1		30002330	1920354	505849	OPERATING SUPPLIES	AMERICAN SERVICES IN	0038864-IN	20.00
HIGHWAY DISTRICT 1		30002330	1920356	505849	OPERATING SUPPLIES	NETWORKFLEET INC	OSV000001757009	184.95
HIGHWAY DISTRICT 1		30002330	1920497	505590	OPER SUPPLIES&MAINT-EQUIP	WELDON PARTS INC	2270045-00	1,082.15
HIGHWAY DISTRICT 1		30002330	1921106	505849	OPERATING SUPPLIES	IMAGENET CONSULTING	CNIN091078BMIT	187.01
HIGHWAY DISTRICT 1		30002330	1921112	505849	OPERATING SUPPLIES	AYS LLC	176319	55.00
HIGHWAY DISTRICT 1		30002330	1921228	505590	OPER SUPPLIES&MAINT-EQUIP	ROBERTS TRUCK CENTER	411182774	99.83
HIGHWAY DISTRICT 1		30002330	1921683	505590	OPER SUPPLIES&MAINT-EQUIP	OREILLY AUTOMOTIVE	0168-254602	49.96



Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
HIGHWAY DISTRICT 1		30002330	1921721	607079	OTHER M&E AND MATERIALS	KIRBY-SMITH MACHINER	E00869	159,152.48
<b>Department Total</b>		<b>30002330</b>						<b>163,869.81</b>
<b>30002335</b>								
HIGHWAY DISTRICT 2		30002335	1914018	505849	OPERATING SUPPLIES	ADVANCED WORKZONE	16693	258.00
HIGHWAY DISTRICT 2		30002335	1918969	505590	OPER SUPPLIES&MAINT-EQUIP	OREILLY AUTOMOTIVE	0172-462652	176.19
HIGHWAY DISTRICT 2		30002335	1920842	505590	OPER SUPPLIES&MAINT-EQUIP	LOWES	01997	84.55
HIGHWAY DISTRICT 2		30002335	1920843	505590	OPER SUPPLIES&MAINT-EQUIP	WARREN POWER & MACHI	PS10071929 5	640.81
HIGHWAY DISTRICT 2		30002335	1921004	505590	OPER SUPPLIES&MAINT-EQUIP	OREILLY AUTOMOTIVE	0172-461997	342.68
HIGHWAY DISTRICT 2		30002335	1921120	607079	OTHER M&E AND MATERIALS	BURDGE, TERRY	44829	625.00
HIGHWAY DISTRICT 2		30002335	1921560	505590	OPER SUPPLIES&MAINT-EQUIP	ECONOMY LUMBER CO IN	27760	60.00
HIGHWAY DISTRICT 2		30002335	1921728	505590	OPER SUPPLIES&MAINT-EQUIP	OREILLY AUTOMOTIVE	0172-462637	-14.54
HIGHWAY DISTRICT 2		30002335	1921728	505590	OPER SUPPLIES&MAINT-EQUIP	OREILLY AUTOMOTIVE	0172-462264	631.01
<b>Department Total</b>		<b>30002335</b>						<b>2,803.70</b>
<b>30002340</b>								
HIGHWAY DISTRICT 3		30002340	1919483	505590	OPER SUPPLIES&MAINT-EQUIP	IMAGENET CONSULTING	CNIN091249 BMIT	178.50
HIGHWAY DISTRICT 3		30002340	1919793	505590	OPER SUPPLIES&MAINT-EQUIP	AYS LLC	176320	90.00
HIGHWAY DISTRICT 3		30002340	1920433	505590	OPER SUPPLIES&MAINT-EQUIP	ADVANCED WORKZONE	16694	1.75
HIGHWAY DISTRICT 3		30002340	1921292	505590	OPER SUPPLIES&MAINT-EQUIP	OREILLY AUTOMOTIVE	4601-247307	339.38
HIGHWAY DISTRICT 3		30002340	1921309	505590	OPER SUPPLIES&MAINT-EQUIP	ECONOMY LUMBER CO IN	27751	65.00
HIGHWAY DISTRICT 3		30002340	1921390	505590	OPER SUPPLIES&MAINT-EQUIP	MAXWELL SUPPLY OF TU	488570	48.52



Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
5/23/2019  
1:44:14 PM

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
HIGHWAY DISTRICT 3		30002340	1921400	707510	LOAN INTEREST PAYMENT	WELCH STATE BANK	20-2019	270.14
HIGHWAY DISTRICT 3		30002340	1921400	707500	LOAN PRINCIPAL PAYMENT	WELCH STATE BANK	20-2019	3,583.38
HIGHWAY DISTRICT 3		30002340	1921409	505590	OPER SUPPLIES&MAINT-EQUIP	BERRY COMPANIES INC	CM-07200849	-12.00
HIGHWAY DISTRICT 3		30002340	1921409	505590	OPER SUPPLIES&MAINT-EQUIP	BERRY COMPANIES INC	07200846	236.06
HIGHWAY DISTRICT 3		30002340	1921501	505590	OPER SUPPLIES&MAINT-EQUIP	OREILLY AUTOMOTIVE	4601-247972	119.37
HIGHWAY DISTRICT 3		30002340	1921502	505590	OPER SUPPLIES&MAINT-EQUIP	CHRIS NIKEL AUTO	705685	363.70
HIGHWAY DISTRICT 3		30002340	1921561	505590	OPER SUPPLIES&MAINT-EQUIP	SOUTHERN TIRE MART	3500008737	69.95
<b>Department Total</b>		<b>30002340</b>						<b>5,353.75</b>
<b>30002350</b>								
COUNTY ROAD IMPROVEMENT		30002350	1919485	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	958-002-502-0-1	10.95
<b>Department Total</b>		<b>30002350</b>						<b>10.95</b>
<b>30002475</b>								
HIGHWAY SPECIAL PROJECTS		30002475	1917013	505785	ASPHALT, CONCRETE & EMUL D2	FENSCO INC	54435	394.80
HIGHWAY SPECIAL PROJECTS		30002475	1920001	505785	ASPHALT, CONCRETE & EMUL D2	FENSCO INC	54419	3,553.20
HIGHWAY SPECIAL PROJECTS		30002475	1920580	505784	ASPHALT, CONCRETE & EMUL D1	DUNHAMS ASPHALT SERV	251868	2,332.80
HIGHWAY SPECIAL PROJECTS		30002475	1921432	505785	ASPHALT, CONCRETE & EMUL D2	FENSCO INC	54436	325.71
<b>Department Total</b>		<b>30002475</b>						<b>6,606.51</b>
<b>33004462</b>								
PARK 4-TO-FIX II	PF522	33004462	1919865	607031	CAPITAL IMPROVEMENTS	HERC RENTALS INC	30678280-001	640.00
<b>Department Total</b>		<b>33004462</b>						<b>640.00</b>

Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
5/23/2019  
1:44:14 PM

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
<b>41008000</b>								
LAW LIBRARY		41008000	1921552	505670	MISCELLANEOUS EXPENSE	J D YOUNG	833918	157.26
LAW LIBRARY		41008000	1921553	505670	MISCELLANEOUS EXPENSE	CCH INCORPORATED	4804270094	442.54
LAW LIBRARY		41008000	1921554	505670	MISCELLANEOUS EXPENSE	J D YOUNG	836807	346.08
LAW LIBRARY		41008000	1921555	505670	MISCELLANEOUS EXPENSE	TULSA COUNTY	313019	57.08
LAW LIBRARY		41008000	1921555	505670	MISCELLANEOUS EXPENSE	TULSA COUNTY	313020	98.81
LAW LIBRARY		41008000	1921556	505670	MISCELLANEOUS EXPENSE	RELX INC	3091991348	3,097.50
LAW LIBRARY		41008000	1921558	505670	MISCELLANEOUS EXPENSE	CCH INCORPORATED	4804273702	436.54
<b>Department Total</b>		<b>41008000</b>						<b>4,635.81</b>
<b>41506650</b>								
OFFICE OF DIRECTOR		41506650	1909331	505889	PROFESSIONAL & TECH SERVICES	COMMUNITY CARE HMO I	050119-053119	248.20
OFFICE OF DIRECTOR		41506650	1918737	505920	SUBSCRIPTIONS & MEMBERSHIPS	NATIONAL ASSOCIATION	213677	1,695.00
OFFICE OF DIRECTOR		41506650	1920110	505739	OFFICE SUPPLIES	W M CORPORATION	263334	71.24
OFFICE OF DIRECTOR		41506650	1920395	505889	PROFESSIONAL & TECH SERVICES	INDEED INC	22973398	1,000.00
OFFICE OF DIRECTOR		41506650	1921081	505940	TRAINING	NATIONAL ASSOCIATION	214272-214276	2,390.00
OFFICE OF DIRECTOR		41506650	1921491	505849	OPERATING SUPPLIES	MERRIFIELD OFFICE SO	0170501-001	108.95
<b>Department Total</b>		<b>41506650</b>						<b>5,513.39</b>
<b>41506700</b>								
FINANCE DEPARTMENT		41506700	1914774	505191	TUITION REIMBURSEMENT	BRYANT, DEEDRA	SPRING-2019	1,145.74
FINANCE DEPARTMENT		41506700	1915001	505191	TUITION REIMBURSEMENT	LONG, JENY	SPRING-2019	437.16
FINANCE DEPARTMENT		41506700	1916354	505191	TUITION REIMBURSEMENT	GUILLEN, MELISS	SPRING-2019	743.45
FINANCE DEPARTMENT		41506700	1918165	505191	TUITION REIMBURSEMENT	AUTRY, TODD	SPRING-2019	1,065.00

Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
5/23/2019  
1:44:14 PM

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
FINANCE DEPARTMENT		41506700	1918167	505191	TUITION REIMBURSEMENT	CUTRIGHT, ASHLEY	SPRING-2019	1,182.00
FINANCE DEPARTMENT		41506700	1920110	505739	OFFICE SUPPLIES	W M CORPORATION	263333	195.16
<b>Department Total</b>		<b>41506700</b>						<b>4,768.51</b>
<b>41506725</b>								
CREATIVE SERVICES & MARKETING		41506725	1906719	505849	OPERATING SUPPLIES	VERITIV OPERATING	CM-012-60151288	-118.17
CREATIVE SERVICES & MARKETING		41506725	1906719	505849	OPERATING SUPPLIES	VERITIV OPERATING	012-60152260	42.02
CREATIVE SERVICES & MARKETING		41506725	1906719	505849	OPERATING SUPPLIES	VERITIV OPERATING	012-60152261	42.02
CREATIVE SERVICES & MARKETING		41506725	1906719	505849	OPERATING SUPPLIES	VERITIV OPERATING	012-60151287	78.78
CREATIVE SERVICES & MARKETING		41506725	1906719	505849	OPERATING SUPPLIES	VERITIV OPERATING	012-60155685	118.17
CREATIVE SERVICES & MARKETING		41506725	1906719	505849	OPERATING SUPPLIES	VERITIV OPERATING	012-60151285	940.40
CREATIVE SERVICES & MARKETING		41506725	1920110	505739	OFFICE SUPPLIES	W M CORPORATION	263336	46.41
CREATIVE SERVICES & MARKETING		41506725	1920110	505739	OFFICE SUPPLIES	W M CORPORATION	263631	1,277.48
CREATIVE SERVICES & MARKETING		41506725	1921081	505940	TRAINING	NATIONAL ASSOCIATION	214272-214276	1,615.00
CREATIVE SERVICES & MARKETING		41506725	1921490	505849	OPERATING SUPPLIES	AMAZON.COM LLC	493433378787	319.50
<b>Department Total</b>		<b>41506725</b>						<b>4,361.61</b>
<b>41506740</b>								
HEALTH DATA & EVALUATION		41506740	1919510	505203	MILEAGE REIMB-IN COUNTY	BRAUN, SANDRA	040119-041619	0.00
HEALTH DATA & EVALUATION		41506740	1920557	505849	OPERATING SUPPLIES	CDW LLC	SGQ8296	28.25
HEALTH DATA & EVALUATION		41506740	1921869	505203	MILEAGE REIMB-IN COUNTY	THOMAS, MADISON	041619-043019	17.40
<b>Department Total</b>		<b>41506740</b>						<b>45.65</b>
<b>41506775</b>								
EMERGENCY PREPAREDNESS & RESPO		41506775	1915339	505191	TUITION REIMBURSEMENT	HOOD, SAMANTHA	SPRING-2019	2,500.00
EMERGENCY PREPAREDNESS & RESPO		41506775	1920110	505739	OFFICE SUPPLIES	W M CORPORATION	263335	102.16

Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
5/23/2019  
1:44:14 PM

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
EMERGENCY PREPAREDNESS & RESPO		41506775	1920802	505559	COMMUNICATION SRVS	SOUTHWESTERN BELL	918-437-2985 -137-1	200.93
EMERGENCY PREPAREDNESS & RESPO		41506775	1921080	505849	OPERATING SUPPLIES	U S SAFETY & SUPPLY	390732	622.68
EMERGENCY PREPAREDNESS & RESPO		41506775	1921081	505940	TRAINING	NATIONAL ASSOCIATION	214272- 214276	585.00
EMERGENCY PREPAREDNESS & RESPO		41506775	1921869	505204	TRAVEL-OUT OF COUNTY	THOMAS, MADISON	041619- 043019	98.50
<b>Department Total</b>		<b>41506775</b>						<b>4,109.27</b>
<b>41506850</b>								
INFORMATION & TECHNOLOGY SERVI		41506850	1918346	505855	EQUIP SERVICE AGREEMENTS	TABLEAU SOFTWARE	7200458786	1,600.00
INFORMATION & TECHNOLOGY SERVI		41506850	1919509	505203	MILEAGE REIMB-IN COUNTY	VANBUSKIRK, KELLY	040319- 042319	92.22
INFORMATION & TECHNOLOGY SERVI		41506850	1919509	505204	TRAVEL-OUT OF COUNTY	VANBUSKIRK, KELLY	040319- 042319	0.00
INFORMATION & TECHNOLOGY SERVI		41506850	1919937	607071	DATA PROCESSING EQUIPMENT	CDW LLC	SGW4117	1,775.20
INFORMATION & TECHNOLOGY SERVI		41506850	1920110	505739	OFFICE SUPPLIES	W M CORPORATION	263336	0.00
INFORMATION & TECHNOLOGY SERVI		41506850	1920561	505569	DATA PROCESSING SRVS	CDW LLC	SHJ2463	54.43
INFORMATION & TECHNOLOGY SERVI		41506850	1920798	505559	COMMUNICATION SRVS	SOUTHWESTERN BELL	918-437-0647 -525-1	43.25
INFORMATION & TECHNOLOGY SERVI		41506850	1920800	505559	COMMUNICATION SRVS	SOUTHWESTERN BELL	918-425-6485 -525-7	43.25
INFORMATION & TECHNOLOGY SERVI		41506850	1920804	505559	COMMUNICATION SRVS	SOUTHWESTERN BELL	918-430-1461 -822-0	543.20
INFORMATION & TECHNOLOGY SERVI		41506850	1920805	505559	COMMUNICATION SRVS	SOUTHWESTERN BELL	918-245-5311 -164-5	352.34
INFORMATION & TECHNOLOGY SERVI		41506850	1920809	505559	COMMUNICATION SRVS	SOUTHWESTERN BELL	113103383	159.63
INFORMATION & TECHNOLOGY SERVI		41506850	1921283	505559	COMMUNICATION SRVS	COXCOM INC	002-6311- 067422101	36.40
<b>Department Total</b>		<b>41506850</b>						<b>4,699.92</b>
<b>41506900</b>								
FACILITIES MGMT-SATELLITE CENT		41506900	1901938	505849	OPERATING SUPPLIES	W W GRAINGER INC	9150644061	0.00
FACILITIES MGMT-SATELLITE CENT		41506900	1902813	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN SERVICES IN	0037277-IN	30.00
FACILITIES MGMT-SATELLITE CENT		41506900	1902814	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN SERVICES IN	0037954-IN	30.00

Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
5/23/2019  
1:44:14 PM

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
FACILITIES MGMT-SATELLITE CENT		41506900	1902815	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN SERVICES IN	0038734-IN	30.00
FACILITIES MGMT-SATELLITE CENT		41506900	1921653	607041	REMODELING	SEAN U COOPER CONS	000181	2,580.00
<b>Department Total</b>		<b>41506900</b>						<b>2,670.00</b>
<b>41506925</b>								
FACILITIES MGMT-CENTRAL(CRHC)		41506925	1901938	505849	OPERATING SUPPLIES	W W GRAINGER INC	9150644061	0.00
FACILITIES MGMT-CENTRAL(CRHC)		41506925	1907909	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN SERVICES IN	0039084-IN	67.00
FACILITIES MGMT-CENTRAL(CRHC)		41506925	1913098	505539	BLDGS & GROUNDS MAINTENANCE	THOMAS & ASSOCIATES	14017	590.00
FACILITIES MGMT-CENTRAL(CRHC)		41506925	1918749	505849	OPERATING SUPPLIES	TULSA WINNELSON CO	111791-01	71.25
FACILITIES MGMT-CENTRAL(CRHC)		41506925	1919750	505969	UTILITY SERVICES	ONEOK INC	211005754-1704998-64	132.84
<b>Department Total</b>		<b>41506925</b>						<b>861.09</b>
<b>41506950</b>								
FACILITIES MGMT-GOODWIN(JGHC)		41506950	1901938	505849	OPERATING SUPPLIES	W W GRAINGER INC	9150644061	1.68
FACILITIES MGMT-GOODWIN(JGHC)		41506950	1901938	505849	OPERATING SUPPLIES	W W GRAINGER INC	9154998778	18.12
FACILITIES MGMT-GOODWIN(JGHC)		41506950	1901938	505849	OPERATING SUPPLIES	W W GRAINGER INC	9135397462	50.83
FACILITIES MGMT-GOODWIN(JGHC)		41506950	1901938	505849	OPERATING SUPPLIES	W W GRAINGER INC	9152801479	88.28
FACILITIES MGMT-GOODWIN(JGHC)		41506950	1901938	505849	OPERATING SUPPLIES	W W GRAINGER INC	9146352589	205.59
FACILITIES MGMT-GOODWIN(JGHC)		41506950	1901938	505849	OPERATING SUPPLIES	W W GRAINGER INC	9132217374	225.97
FACILITIES MGMT-GOODWIN(JGHC)		41506950	1914741	505559	COMMUNICATION SRVS	UNITED PARCEL SERVIC	00007X3585199-2019	70.60
FACILITIES MGMT-GOODWIN(JGHC)		41506950	1916576	505709	MOTOR VEHICLES-OPER SUPPLIES	COMDATA INC	20314393	1,060.09
FACILITIES MGMT-GOODWIN(JGHC)		41506950	1919214	505969	UTILITY SERVICES	ONEOK INC	2100544511054062-00	436.19
<b>Department Total</b>		<b>41506950</b>						<b>2,157.35</b>
<b>41506975</b>								
SECURITY		41506975	1920110	505739	OFFICE SUPPLIES	W M CORPORATION	263336	0.00
SECURITY		41506975	1921871	505855	EQUIP SERVICE AGREEMENTS	GLENN SECURITY SYSTE	65967	175.00
<b>Department Total</b>		<b>41506975</b>						<b>175.00</b>

Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
5/23/2019  
1:44:14 PM

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
<b>41507000</b>								
FACILITIES MGMT-N REGINAL(NRHC		41507000	1901938	505849	OPERATING SUPPLIES	W W GRAINGER INC	9150644061	0.00
FACILITIES MGMT-N REGINAL(NRHC		41507000	1907927	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN SERVICES IN	0039075-IN	67.00
<b>Department Total</b>		<b>41507000</b>						<b>67.00</b>
<b>41507025</b>								
ENVIRONMNTL PUBLIC HLTH-FOOD P		41507025	1919153	505203	MILEAGE REIMB-IN COUNTY	DAVIS, ASHLEY	040219- 043019	283.62
ENVIRONMNTL PUBLIC HLTH-FOOD P		41507025	1919163	505203	MILEAGE REIMB-IN COUNTY	NGOUAN, FELIX	040119- 043019	263.90
ENVIRONMNTL PUBLIC HLTH-FOOD P		41507025	1919168	505203	MILEAGE REIMB-IN COUNTY	STEELE, STEPHAN TYLE	040119- 043019	339.30
ENVIRONMNTL PUBLIC HLTH-FOOD P		41507025	1919170	505203	MILEAGE REIMB-IN COUNTY	VILLANUEVA, CODY	040119- 043019	437.68
ENVIRONMNTL PUBLIC HLTH-FOOD P		41507025	1919212	505969	UTILITY SERVICES	ONEOK INC	210125554- 1119183-91	14.69
ENVIRONMNTL PUBLIC HLTH-FOOD P		41507025	1919226	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	959-011-522- 4-9	4.86
ENVIRONMNTL PUBLIC HLTH-FOOD P		41507025	1919781	505203	MILEAGE REIMB-IN COUNTY	BOYCE, JHARAI	040119- 043019	176.90
<b>Department Total</b>		<b>41507025</b>						<b>1,520.95</b>
<b>41507050</b>								
ENVIRONMENTAL HEALTH SERVICES		41507050	1900779	505776	CHEMICAL & LAB SUPPLIE	PRAXAIR DISTRIBUTION	89281363	241.97
ENVIRONMENTAL HEALTH SERVICES		41507050	1908442	505776	CHEMICAL & LAB SUPPLIE	EWT HOLDINGS III	903999280	221.34
ENVIRONMENTAL HEALTH SERVICES		41507050	1918756	505859	OTHER SERVICES	ARK WRECKING CO	3090	2,870.00
ENVIRONMENTAL HEALTH SERVICES		41507050	1919180	505203	MILEAGE REIMB-IN COUNTY	NUTT, ELIZABETH A	040119- 042919	157.18
ENVIRONMENTAL HEALTH SERVICES		41507050	1919180	505204	TRAVEL-OUT OF COUNTY	NUTT, ELIZABETH A	040119- 042919	145.08
ENVIRONMENTAL HEALTH SERVICES		41507050	1920082	505776	CHEMICAL & LAB SUPPLIE	ENVIRONMENTAL SAM	85159376	43.46
ENVIRONMENTAL HEALTH SERVICES		41507050	1920082	505776	CHEMICAL & LAB SUPPLIE	ENVIRONMENTAL SAM	85159346	1,189.66
ENVIRONMENTAL HEALTH SERVICES		41507050	1920638	505776	CHEMICAL & LAB SUPPLIE	NSI SOLUTIONS INC	366624	298.00
ENVIRONMENTAL HEALTH SERVICES		41507050	1921081	505940	TRAINING	NATIONAL ASSOCIATION	214272- 214276	580.00
<b>Department Total</b>		<b>41507050</b>						<b>5,746.69</b>

Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
5/23/2019  
1:44:14 PM

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
<b>41507075</b>								
COMMUNITY HEALTH ADMIN		41507075	1913587	505203	MILEAGE REIMB-IN COUNTY	HAYNES, PRISCILLA S	010319-013019	104.98
COMMUNITY HEALTH ADMIN		41507075	1913587	505204	TRAVEL-OUT OF COUNTY	HAYNES, PRISCILLA S	010319-013019	144.72
COMMUNITY HEALTH ADMIN		41507075	1915384	505203	MILEAGE REIMB-IN COUNTY	HAYNES, PRISCILLA S	020119-022719	126.32
COMMUNITY HEALTH ADMIN		41507075	1915384	505940	TRAINING	HAYNES, PRISCILLA S	020119-022719	179.00
COMMUNITY HEALTH ADMIN		41507075	1915384	505204	TRAVEL-OUT OF COUNTY	HAYNES, PRISCILLA S	020119-022719	0.00
<b>Department Total</b>		<b>41507075</b>						<b>555.02</b>
<b>41507100</b>								
FAMILY PLANNING		41507100	1908948	505776	CHEMICAL & LAB SUPPLIE	REASORS HOLDING	8335-2019	14.55
FAMILY PLANNING		41507100	1913639	505203	MILEAGE REIMB-IN COUNTY	ALLEN, KARON	010919-042619	153.12
FAMILY PLANNING		41507100	1915426	505203	MILEAGE REIMB-IN COUNTY	ALLEN, KARON	071118-121918	87.20
FAMILY PLANNING		41507100	1919212	505969	UTILITY SERVICES	ONEOK INC	210125554-1119183-91	8.88
FAMILY PLANNING		41507100	1921032	505776	CHEMICAL & LAB SUPPLIE	SMC DIRECT LLC	12359	748.00
FAMILY PLANNING		41507100	1921033	505776	CHEMICAL & LAB SUPPLIE	INTEGRATED COMMERC	15013892893	2,964.00
FAMILY PLANNING		41507100	1921036	505776	CHEMICAL & LAB SUPPLIE	LIFESTYLES US OPCO	SI50-003475	1,002.00
FAMILY PLANNING		41507100	1921039	505776	CHEMICAL & LAB SUPPLIE	AMERISOURCEBERGEN	953267238	0.72
FAMILY PLANNING		41507100	1921039	505776	CHEMICAL & LAB SUPPLIE	AMERISOURCEBERGEN	952989460	5,824.36
FAMILY PLANNING		41507100	1921081	505940	TRAINING	NATIONAL ASSOCIATION	214272-214276	580.00
FAMILY PLANNING		41507100	1921221	505776	CHEMICAL & LAB SUPPLIE	MCKESSON MEDICAL SUR	53552523	253.19
FAMILY PLANNING		41507100	1921223	505776	CHEMICAL & LAB SUPPLIE	MCKESSON MEDICAL SUR	535522118	1,180.65
FAMILY PLANNING		41507100	1921224	505776	CHEMICAL & LAB SUPPLIE	MCKESSON MEDICAL SUR	53551657	127.53
<b>Department Total</b>		<b>41507100</b>						<b>12,944.20</b>
<b>41507175</b>								
COMMTY HLTH INTRVNTN & PREVENT		41507175	1913606	505203	MILEAGE REIMB-IN COUNTY	RILEY, AUSHA	010919-050319	9.28

Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
5/23/2019  
1:44:14 PM

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
COMMTY HLTH INTRVNTN & PREVENT		41507175	1919032	505203	MILEAGE REIMB-IN COUNTY	LUN, AWI	040819-051719	30.16
COMMTY HLTH INTRVNTN & PREVENT		41507175	1921220	505889	PROFESSIONAL & TECH SERVICES	QUEST DIAGNOSTICS	1167380	108.00
COMMTY HLTH INTRVNTN & PREVENT		41507175	1921220	505889	PROFESSIONAL & TECH SERVICES	QUEST DIAGNOSTICS	1178220	108.00
COMMTY HLTH INTRVNTN & PREVENT		41507175	1921220	505889	PROFESSIONAL & TECH SERVICES	QUEST DIAGNOSTICS	1183841	108.00
COMMTY HLTH INTRVNTN & PREVENT		41507175	1921220	505889	PROFESSIONAL & TECH SERVICES	QUEST DIAGNOSTICS	1188072	108.00
COMMTY HLTH INTRVNTN & PREVENT		41507175	1921220	505889	PROFESSIONAL & TECH SERVICES	QUEST DIAGNOSTICS	1186187	162.00
COMMTY HLTH INTRVNTN & PREVENT		41507175	1921220	505889	PROFESSIONAL & TECH SERVICES	QUEST DIAGNOSTICS	1172627	216.00
COMMTY HLTH INTRVNTN & PREVENT		41507175	1921220	505889	PROFESSIONAL & TECH SERVICES	QUEST DIAGNOSTICS	1155860	324.00
COMMTY HLTH INTRVNTN & PREVENT		41507175	1921221	505776	CHEMICAL & LAB SUPPLIE	MCKESSON MEDICAL SUR	53551674	13.18
COMMTY HLTH INTRVNTN & PREVENT		41507175	1921221	505776	CHEMICAL & LAB SUPPLIE	MCKESSON MEDICAL SUR	53552523	36.52
COMMTY HLTH INTRVNTN & PREVENT		41507175	1921224	505776	CHEMICAL & LAB SUPPLIE	MCKESSON MEDICAL SUR	53551657	4.72
<b>Department Total</b>		<b>41507175</b>						<b>1,227.86</b>
<b>41507200</b>								
CHILDREN FIRST GRANT		41507200	1919077	505203	MILEAGE REIMB-IN COUNTY	MCDONALD, RENAE	040119-043019	321.32
CHILDREN FIRST GRANT		41507200	1921898	505203	MILEAGE REIMB-IN COUNTY	KRAMER, DAVA	040119-043019	397.30
CHILDREN FIRST GRANT		41507200	1921898	505204	TRAVEL-OUT OF COUNTY	KRAMER, DAVA	040119-043019	280.49
<b>Department Total</b>		<b>41507200</b>						<b>999.11</b>
<b>41507210</b>								
MIECHV C1		41507210	1919085	505203	MILEAGE REIMB-IN COUNTY	DUPRE, DREW DEVIN	040119-043019	261.89
MIECHV C1		41507210	1921747	505203	MILEAGE REIMB-IN COUNTY	STEPHEN, IJEOMA	040119-043019	163.56
MIECHV C1		41507210	1921747	505204	TRAVEL-OUT OF COUNTY	STEPHEN, IJEOMA	040119-043019	282.33
<b>Department Total</b>		<b>41507210</b>						<b>707.78</b>



Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
5/23/2019  
1:44:14 PM

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
<b>41507220</b>								
BIRTH THROUGH EIGHT STRATEGY T		41507220	1921073	505849	OPERATING SUPPLIES	MCKESSON MEDICAL SUR	53518563	9.90
<b>Department Total</b>		<b>41507220</b>						<b>9.90</b>
<b>41507225</b>								
ADULT HEALTH		41507225	1908948	505776	CHEMICAL & LAB SUPPLIE	REASORS HOLDING	8335-2019	14.55
ADULT HEALTH		41507225	1919212	505969	UTILITY SERVICES	ONEOK INC	210125554-1119183-91	8.88
ADULT HEALTH		41507225	1921221	505776	CHEMICAL & LAB SUPPLIE	MCKESSON MEDICAL SUR	53552523	593.75
ADULT HEALTH		41507225	1921223	505776	CHEMICAL & LAB SUPPLIE	MCKESSON MEDICAL SUR	535522118	574.20
ADULT HEALTH		41507225	1921224	505776	CHEMICAL & LAB SUPPLIE	MCKESSON MEDICAL SUR	53551657	127.53
ADULT HEALTH		41507225	1921989	505889	PROFESSIONAL & TECH SERVICES	ST JOHN BROKEN ARROW	0035980091	127.79
<b>Department Total</b>		<b>41507225</b>						<b>1,446.70</b>
<b>41507255</b>								
AUDIOLOGY CLINIC		41507255	1912545	505670	MISCELLANEOUS EXPENSE	STATE OF OKLAHOMA	INVO106989	6,935.22
<b>Department Total</b>		<b>41507255</b>						<b>6,935.22</b>
<b>41507275</b>								
IMMUNIZATIONS		41507275	1903621	505776	CHEMICAL & LAB SUPPLIE	SMITHKLINE BEECHAM C	8252797218	692.82
IMMUNIZATIONS		41507275	1903639	505776	CHEMICAL & LAB SUPPLIE	MERCK SHARP & DOHME	7013139710	12,660.06
IMMUNIZATIONS		41507275	1907769	505776	CHEMICAL & LAB SUPPLIE	SMITHKLINE BEECHAM C	8252796082	1,411.79
IMMUNIZATIONS		41507275	1912545	505670	MISCELLANEOUS EXPENSE	STATE OF OKLAHOMA	INVO106989	2,625.52
IMMUNIZATIONS		41507275	1916325	505776	CHEMICAL & LAB SUPPLIE	AMERISOURCEBERGEN	953336651	22,399.54
IMMUNIZATIONS		41507275	1916327	505776	CHEMICAL & LAB SUPPLIE	AMERISOURCEBERGEN	953336652	1,488.60
IMMUNIZATIONS		41507275	1919212	505969	UTILITY SERVICES	ONEOK INC	210125554-1119183-91	5.69
IMMUNIZATIONS		41507275	1921224	505776	CHEMICAL & LAB SUPPLIE	MCKESSON MEDICAL SUR	53551657	4.73
IMMUNIZATIONS		41507275	1921465	505776	CHEMICAL & LAB SUPPLIE	MERCK SHARP & DOHME	7013156189	10,496.74
IMMUNIZATIONS		41507275	1921469	505776	CHEMICAL & LAB SUPPLIE	SMITHKLINE BEECHAM C	8252799226	8,950.40

Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
5/23/2019  
1:44:14 PM

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
IMMUNIZATIONS		41507275	1921470	505776	CHEMICAL & LAB SUPPLIE	SANOFI PASTEUR INC	912284244	2,227.27
<b>Department Total</b>		<b>41507275</b>						<b>62,963.16</b>
<b>41507300</b>								
HEALTH PROMOTION&OUTREACH ADMN		41507300	1907241	505849	OPERATING SUPPLIES	REASORS HOLDING	1617-2019	81.61
<b>Department Total</b>		<b>41507300</b>						<b>81.61</b>
<b>41507325</b>								
HEALTHY START INITIATIVE		41507325	1919748	505849	OPERATING SUPPLIES	SJS PARTNERSHIP	IN25823	2,185.00
HEALTHY START INITIATIVE		41507325	1919785	505849	OPERATING SUPPLIES	SJS PARTNERSHIP	IN25565	425.00
HEALTHY START INITIATIVE		41507325	1919785	505849	OPERATING SUPPLIES	SJS PARTNERSHIP	IN25473	785.80
HEALTHY START INITIATIVE		41507325	1919785	505849	OPERATING SUPPLIES	SJS PARTNERSHIP	IN25765	1,006.00
<b>Department Total</b>		<b>41507325</b>						<b>4,401.80</b>
<b>41507342</b>								
SPF STATE INCNTIVE GRNT(SPFSIG		41507342	1920159	505920	SUBSCRIPTIONS & MEMBERSHIPS	VANBUSKIRK, KELLY	041119	119.97
<b>Department Total</b>		<b>41507342</b>						<b>119.97</b>
<b>41507350</b>								
CX OF TULSA COUNTY		41507350	1920406	505849	OPERATING SUPPLIES	REASORS HOLDING	8201-050819	199.59
<b>Department Total</b>		<b>41507350</b>						<b>199.59</b>
<b>41507375</b>								
CHILD GUIDANCE CENTER		41507375	1912545	505670	MISCELLANEOUS EXPENSE	STATE OF OKLAHOMA	INVO106989	7,214.31
<b>Department Total</b>		<b>41507375</b>						<b>7,214.31</b>
<b>41507400</b>								
WIC		41507400	1907898	505539	BLDGS & GROUNDS MAINTENANCE	AMERICAN SERVICES IN	0039111-IN	35.00
WIC		41507400	1919212	505969	UTILITY SERVICES	ONEOK INC	210125554- 1119183-91	14.69
WIC		41507400	1919226	505969	UTILITY SERVICES	PUBLIC SERVICE COMPA	959-011-522- 4-9	92.27

Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
5/23/2019  
1:44:14 PM

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
WIC		41507400	1919383	505203	MILEAGE REIMB-IN COUNTY	CASTRO, SHIRLEY	041219	8.70
WIC		41507400	1919394	505203	MILEAGE REIMB-IN COUNTY	HOLT, PAM DAIGLE	040119-043019	122.42
WIC		41507400	1919394	505204	TRAVEL-OUT OF COUNTY	HOLT, PAM DAIGLE	040119-043019	429.40
WIC		41507400	1919421	505203	MILEAGE REIMB-IN COUNTY	VUNG, MAN LUN	041219-041219	12.76
WIC		41507400	1921211	505776	CHEMICAL & LAB SUPPLIE	CONCORDANCE HEALTH	16314208	105.00
WIC		41507400	1921212	505776	CHEMICAL & LAB SUPPLIE	MCKESSON MEDICAL SUR	53552637	150.54
WIC		41507400	1921281	505559	COMMUNICATION SRVS	COXCOM INC	001-6311-070924702	177.83
<b>Department Total</b>		<b>41507400</b>						<b>1,148.61</b>
<b>41507404</b>								
WIC PEER		41507404	1919394	505203	MILEAGE REIMB-IN COUNTY	HOLT, PAM DAIGLE	040119-043019	5.80
<b>Department Total</b>		<b>41507404</b>						<b>5.80</b>
<b>41507405</b>								
WIC LBL		41507405	1919394	505203	MILEAGE REIMB-IN COUNTY	HOLT, PAM DAIGLE	040119-043019	72.20
<b>Department Total</b>		<b>41507405</b>						<b>72.20</b>
<b>41507450</b>								
SCHOOL HEALTH(ITS ALL ABOUT KI		41507450	1919451	505203	MILEAGE REIMB-IN COUNTY	TAYLOR, MARLA J	041019-041819	44.08
<b>Department Total</b>		<b>41507450</b>						<b>44.08</b>
<b>41507500</b>								
FETAL INFANT MORTALITY REVIEW		41507500	1919510	505203	MILEAGE REIMB-IN COUNTY	BRAUN, SANDRA	040119-041619	31.32
FETAL INFANT MORTALITY REVIEW		41507500	1919512	505203	MILEAGE REIMB-IN COUNTY	ROBISON, KAYLA	040119-042619	58.00
<b>Department Total</b>		<b>41507500</b>						<b>89.32</b>

Tulsa County Clerk  
Purchase OrdersRun Date Printed :  
5/23/2019  
1:44:14 PM

Department	Project	Org	PO #	Object	Acct Desc	Vendor Name	Inv Nbr	Amount
<b>41507510</b>								
TULSA MCH INITIATIVE		41507510	1914318	505203	MILEAGE REIMB-IN COUNTY	IKPE, KATRENA	010219-032719	486.04
<b>Department Total</b>		<b>41507510</b>						<b>486.04</b>
<b>42507975</b>								
TULSA AREA EMER MGMT AGENCY		42507975	1920063	505670	MISCELLANEOUS EXPENSE	OKLAHOMA TURNPIKE	20190400639	11.25
TULSA AREA EMER MGMT AGENCY		42507975	1921557	505739	OFFICE SUPPLIES	TULSA COUNTY	313113	1,889.23
<b>Department Total</b>		<b>42507975</b>						<b>1,900.48</b>
<b>43007950</b>								
DRAINAGE DISTRICT 12		43007950	1921679	506161	EMER LEVEE ELECTRICAL REPAIRS	SAND SPRINGS SAND &	138489	54.16
DRAINAGE DISTRICT 12		43007950	1921679	506161	EMER LEVEE ELECTRICAL REPAIRS	SAND SPRINGS SAND &	138491	83.20
DRAINAGE DISTRICT 12		43007950	1921679	506161	EMER LEVEE ELECTRICAL REPAIRS	SAND SPRINGS SAND &	138490	84.64
DRAINAGE DISTRICT 12		43007950	1921748	505849	OPERATING SUPPLIES	NORTHERN SAFETY CO I	903449733	70.17
DRAINAGE DISTRICT 12		43007950	1921814	505670	MISCELLANEOUS EXPENSE	STEPHENSON OIL COMPA	5593237	31.25
DRAINAGE DISTRICT 12		43007950	1921828	506161	EMER LEVEE ELECTRICAL REPAIRS	SAND SPRINGS SAND &	138495	77.52
DRAINAGE DISTRICT 12		43007950	1921828	506161	EMER LEVEE ELECTRICAL REPAIRS	SAND SPRINGS SAND &	138493	79.52
DRAINAGE DISTRICT 12		43007950	1921828	506161	EMER LEVEE ELECTRICAL REPAIRS	SAND SPRINGS SAND &	138494	92.96
DRAINAGE DISTRICT 12		43007950	1922121	505969	UTILITY SERVICES	ONEOK INC	211127557-1811895-73	47.84
<b>Department Total</b>		<b>43007950</b>						<b>621.26</b>
<b>Grand Total</b>								<b>1,564,762.20</b>

These claims are approved for payment for the individual amounts indicated above (19 O.S. 1981, Section 326 and 19 O.S. supplement 1983, Section 215.37G).  
The district attorney is approving officer for expenditures for his/her office (19 O.S. 1981, Section 328).



Board of County Commissioners

.....  
Date

.....  
Member

Attest: .....  
County Clerk

.....  
Member

\*\*\*\*\*End of Report\*\*\*\*\*

TCAP005



**Tulsa County Clerk**  
**Vendor Check/Warrant Register**  
**Fund Totals for All Warrants/EFTs**

**Run Date** Printed :  
5/23/2019  
1:47:54 PM  
**Batch ID** 190528

Page 1 of 1

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Check Date 5/28/2019 Fiscal Year 2019

Fund	Treasurer's Fund	Fund Total
1000	10	373,035.98
2010	14	152,318.25
2020	26	11,849.40
2035	28	6,027.14
2100	12	1,722.17
2120	16	148.36
2300	19	14,905.99
2320	35	648,940.50
2410	18	2,102.30
2600	15	5,349.48
2700	27	4,999.50
2900	17	2,149.22
2910	29	11,373.75
3000	20	183,693.90
3300	33	640.00
4050	58	329,428.15
4100	72	4,635.81
4150	62	138,348.71
4250	64	1,900.48
4300	60	621.26
<b>Grand total</b>		<b>1,894,190.35</b>

**TMAPC**  
**REQUEST FOR COUNTY COMMISSION ACTION**  
**March 28, 2019**

*For information Contact: Susan Miller, TMAPC, Two West Second, Suite 800, Tulsa, OK 74103 Telephone: 579-9470*

For County Commission Agenda: As appropriate

Subject: CZ-483

Applicant: Jason Trotter  
4039 S. 177<sup>th</sup> W, Ave.  
Sand Springs, OK 74063  
918-698-5231  
trottercustom@yahoo.com

NEAR BY STORAGE LLC  
4039 S. 177<sup>th</sup> W, Ave.  
Sand Springs, OK 74063

**SUMMARY**

*Location:* East of the southeast corner of Highway 51 & South 161<sup>st</sup> West Avenue

*Present Use:* Boat Storage (non-conforming)

*Proposed Use:* Boat Storage

*Concept summary:* The request is to rezone approximately .93 acres from AG to CG to permit a boat storage facility.

*Tract Size:* .93 ± acres

**TMAPC RECOMMENDATION**

On Meeting Date of March 6, 2019 TMAPC voted 9-0-0 to recommend that the County Commission **Approve** rezoning of .93 ± acres from AG to CG per staff recommendation.

*For County Commission Office Use:*

Date Received: \_\_\_\_\_ Approved: \_\_\_\_\_  
Agenda Date: \_\_\_\_\_ Resolution: \_\_\_\_\_

ON MOTION OF COMMISSIONER \_\_\_\_\_  
SECONDED BY COMMISSIONER \_\_\_\_\_  
AND UPON ROLL CALL CARRIED, THE FOLLOWING RESOLUTION WAS  
ADOPTED.

## RESOLUTION

No. \_\_\_\_\_

WHEREAS, pursuant to Title 19, Oklahoma Statutes, Section 863.13, et seq., the Board of County Commissioners is authorized to adopt regulations controlling the zoning of property within the unincorporated areas of Tulsa County; and

WHEREAS, on September 15, 1980, the Board of County Commissioners adopted regulations affecting the above referred to area; and

WHEREAS, Jason Trotter applied to the Tulsa Metropolitan Area Planning Commission, Zoning Application Number CZ-483 for a change of zoning regulations on the following described tract:

PRT SW SW BEG 408.72N & 600.38E SWC SW TH E131.62 N169.90 NW140 S203.43 POB LESS BEG 611.56N & 596.75E SWC SW TH SE135.61 S99.17 NW137.25 N92.90 POB SEC 8 19 11 0.33AC; PRT SW SW BEG 408.72N & 402.45E SWC SW TH E197.93 N203.43 CRV LF 129 NW73 S245.22 POB LESS BEG 654.42N & 394.53E SWC SW TH SE206.73 S92.90 NW51.20 NW155.82 N92.26 POB SEC 8 19 11 .60AC, City of Tulsa, Tulsa County, State of Oklahoma

from its present **AG** zoning district classification to **CG** zoning district classification; and

WHEREAS, public hearing, pursuant to law, was held March 6, 2019, by the Tulsa Metropolitan Area Planning Commission on the above application.

NOW, THEREFORE, BE IT RESOLVED;

- (1) That the application of CZ-483, dated January 15, 2019 is granted.
- (2) That the zoning classification be changed to **CG** on the following described property:

PRT SW SW BEG 408.72N & 600.38E SWC SW TH E131.62 N169.90 NW140 S203.43 POB LESS BEG 611.56N & 596.75E SWC SW TH SE135.61 S99.17 NW137.25 N92.90 POB SEC 8 19 11 0.33AC; PRT SW SW BEG 408.72N & 402.45E SWC SW TH E197.93 N203.43 CRV LF 129 NW73 S245.22 POB LESS BEG 654.42N & 394.53E SWC SW TH SE206.73 S92.90 NW51.20 NW155.82 N92.26 POB SEC 8 19 11 .60AC, City of Tulsa, Tulsa County, State of Oklahoma

APPROVED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

BOARD OF COUNTY COMMISSIONERS  
OF TULSA COUNTY, OKLAHOMA



By \_\_\_\_\_

ATTEST: \_\_\_\_\_  
County Clerk



Tulsa Metropolitan Area  
Planning Commission

**Case Number:** CZ-483

**Hearing Date:** March 6, 2019

**Case Report Prepared by:**

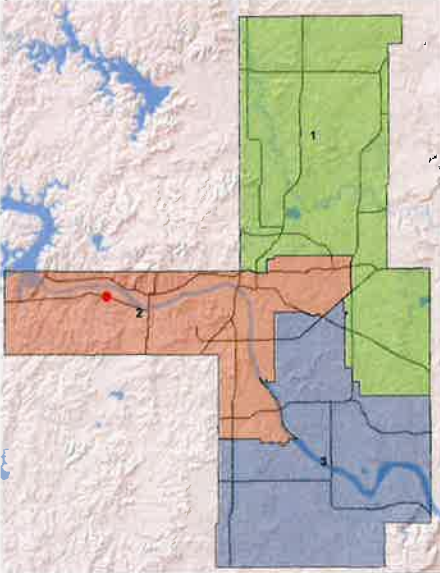
Jay Hoyt

**Owner and Applicant Information:**

*Applicant:* Jason Trotter

*Property Owner:* NEAR BY STORAGE LLC

**Location Map:**  
**(shown with County Commission Districts)**



**Applicant Proposal:**

*Present Use:* Boat storage - nonconforming

*Proposed Use:* Boat storage

*Concept summary:* Rezone from AG to CG to permit a boat storage facility.

*Tract Size:* 0.93  $\pm$  acres

*Location:* East of the southeast corner of Highway 51 & South 161<sup>st</sup> West Avenue

**Zoning:**

*Existing Zoning:* AG

*Proposed Zoning:* CG

**Comprehensive Plan:**

*Land Use Map:* N/A

*Stability and Growth Map:* N/A

**Staff Recommendation:**

**Staff recommends approval.**

**Staff Data:**

TRS: 9108

CZM: 34

Atlas: n/a

**County Commission District:** 2

*Commissioner Name:* Karen Keith

10.1

## SECTION I: CZ-483

**DEVELOPMENT CONCEPT:** The applicant proposes to rezone the subject lots from AG to CG to permit a boat storage facility. The site has been used for boat storage since 1970. The proposed rezoning would bring the facilities use into compliance with the Tulsa County Zoning Code. Commercial zoning currently exists immediately to the east of the site as well as industrial zoning within a mile east of the site.

### EXHIBITS:

- INCOG Case map
- INCOG Aerial (small scale)
- INCOG Aerial (large scale)
- Applicant Site Sketch

### **DETAILED STAFF RECOMMENDATION:**

CG zoning is non injurious to the existing proximate properties and;

Is consistent with the anticipated future development pattern of the surrounding property;

And is consistent with the Tulsa County Zoning Code, therefore;

**Staff recommends Approval of case CZ-483 to rezone property from AG to CG**

## SECTION II: Supporting Documentation

### RELATIONSHIP TO THE COMPREHENSIVE PLAN:

Staff Summary: CZ-483 is located within the Sand Springs fence line along Highway 51. According to the Sand Springs 2030 Comprehensive Plan, the Land Use Designation is Residential. It abuts property to the east which has a Commercial Land Use Designation. The parcel has been used for boat storage since 1970.

### Land Use Vision:

*Land Use Plan map designation:* Residential (Sand Springs 2030 Comprehensive Plan)

*Areas of Stability and Growth designation:* n/a

### Transportation Vision:

*Major Street and Highway Plan:* Highway 51 is designated as a Primary Arterial

*Trail System Master Plan Considerations:* None

10.2

Small Area Plan: N/A

Special District Considerations: None

Historic Preservation Overlay: None

**DESCRIPTION OF EXISTING CONDITIONS:**

Staff Summary: *The site currently contains a boat storage facility that has been in operation since 1970.*

Environmental Considerations: The site is located within the Tulsa County 100 year floodplain. The applicant will need to work with Tulsa County to mitigate any issues with development in the floodplain.

**Streets:**

<u>Exist. Access</u>	<u>MSHP Design</u>	<u>MSHP R/W</u>	<u>Exist. # Lanes</u>
Highway 51	Primary Arterial	120 feet	4

**Utilities:**

The subject tract has municipal water and sewer available.

**Surrounding Properties:**

<b>Location</b>	<b>Existing Zoning</b>	<b>Existing Land Use Designation</b>	<b>Area of Stability or Growth</b>	<b>Existing Use</b>
North	AG	N/A	N/A	Hwy 51
South	AG	N/A	N/A	Vacant/Single-Family
East	CS	N/A	N/A	Vacant
West	AG	N/A	N/A	Private Garage

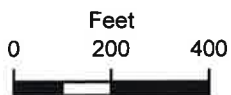
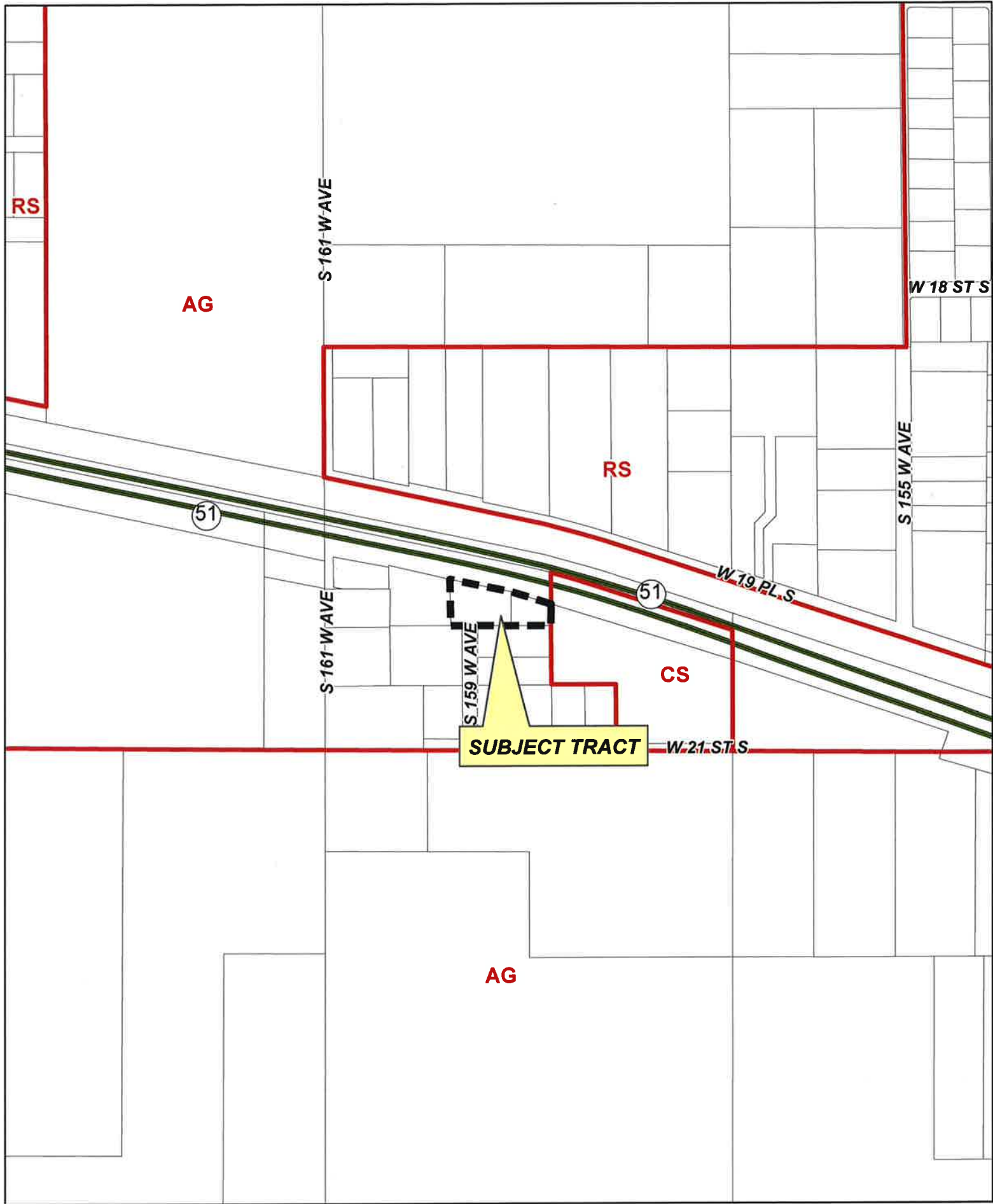
**SECTION III: Relevant Zoning History**

**ZONING ORDINANCE:** Resolution number 98254 dated September 15, 1980 established zoning for the subject property.

**Subject Property:** No relevant history

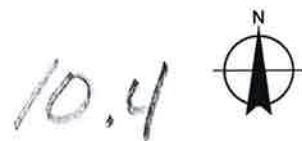
**Surrounding Property:** No relevant history

10.3



**CZ-483**

19-11 08







0 200 400  
Feet



Subject  
Tract

**CZ-483**

19-11 08

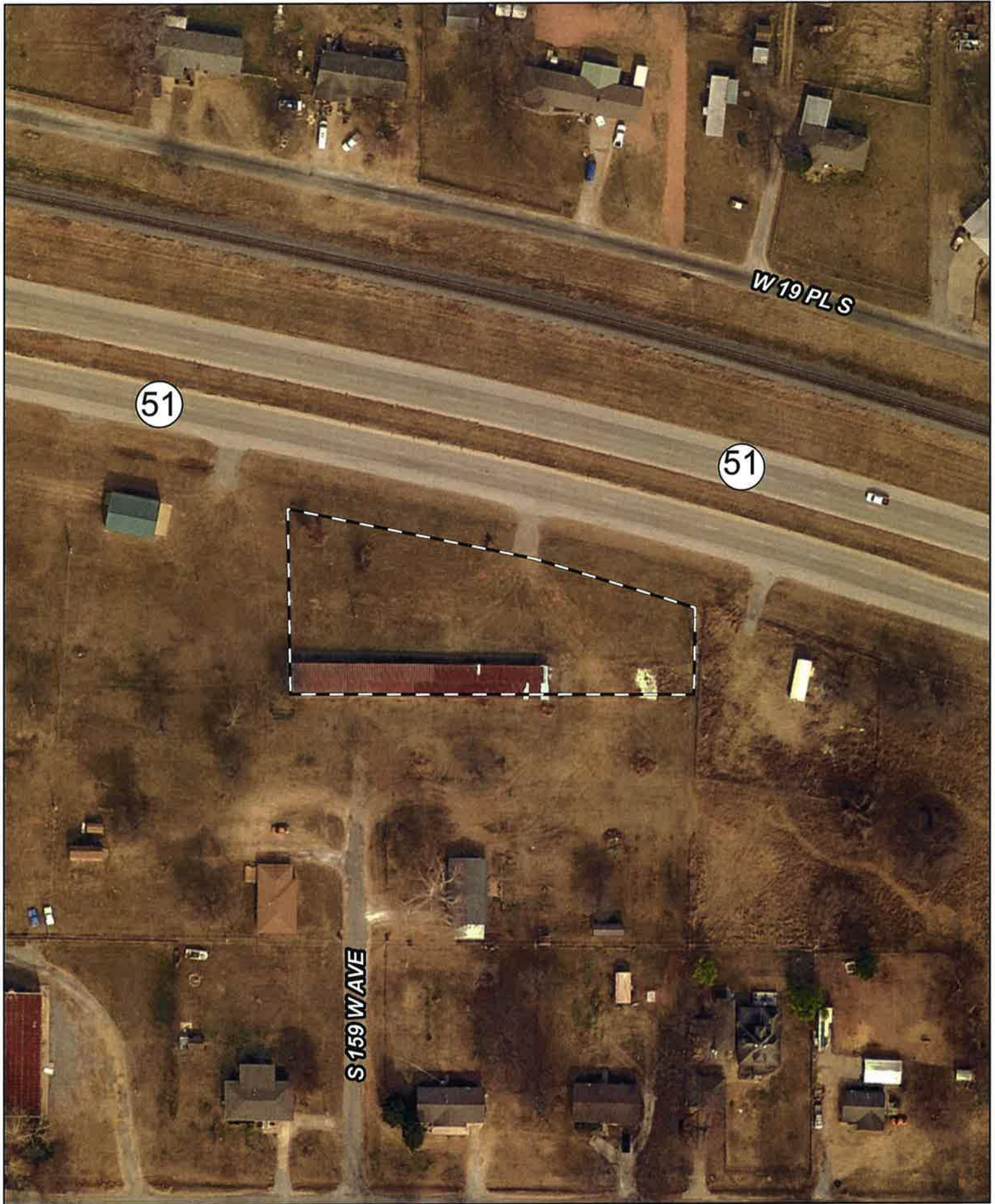
Note: Graphic overlays may not precisely  
align with physical features on the ground.

Aerial Photo Date: February 2018



10.5





0 50 100  
Feet



Subject  
Tract

**CZ-483**

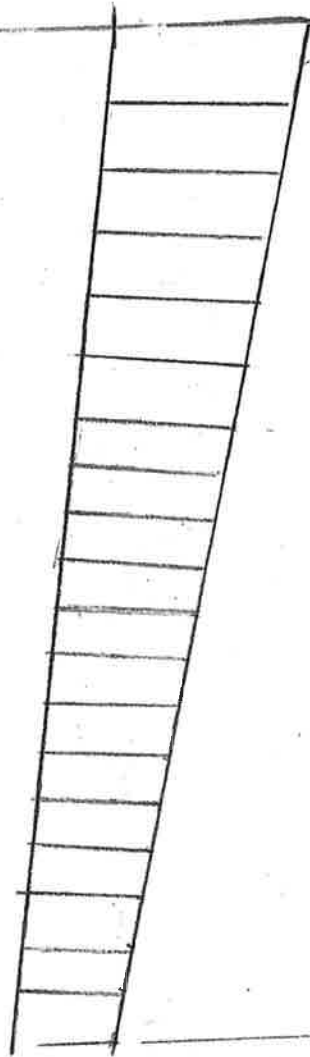
19-11 08

Note: Graphic overlays may not precisely  
align with physical features on the ground.

Aerial Photo Date: February 2018

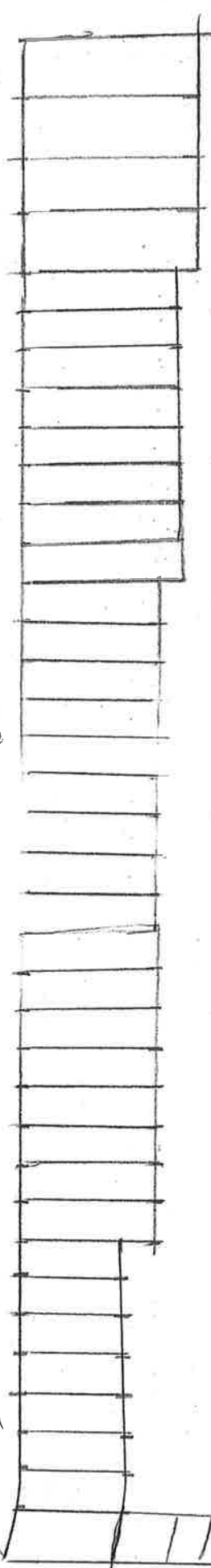


10.6



ENTRANCE OFF OF HY 51

Gravel



15x15

12x26

12x30

12x35

40x15

20/7



incorporated area on property located at the Northeast corner of East 56th Street North and Hwy 75.

**TMAPC Action; 9 members present:**

On **MOTION** of **WALKER**, TMAPC voted **8-1-0** (Covey, Doctor, Fothergill, McArtor, Reeds, Shivel, Van Cleave, Walker "aye"; Ritchey, "nays"; none "abstaining"; Millikin, "absent") to recommend **APPROVAL** of PUD-853 per staff recommendations.

**Legal Description PUD-853:**

The Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼), of Section Five (5), Township Twenty (20) North, Range Thirteen (13) East, Tulsa, Tulsa County, Oklahoma, and containing 40 acres + or -.

and

The Southwest Quarter of the Southeast Quarter (SW¼ SE¼), of Section Five (5), Township Twenty (20) North, Range Thirteen (13) East, Tulsa County, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, LESS AND EXCEPT the Cherokee Expressway and LESS AND EXCEPT East 56<sup>th</sup> Street North.

\* \* \* \* \*

10. **CZ-483 Jason Trotter** (County) Location: East of the southeast corner of Highway 51 and South 161<sup>st</sup> West Avenue requesting rezoning from **AG** to **CG** to permit a boat storage facility

**STAFF RECOMMENDATION:**

**SECTION I: CZ-483**

**DEVELOPMENT CONCEPT:** The applicant proposes to rezone the subject lots from AG to CG to permit a boat storage facility. The site has been used for boat storage since 1970. The proposed rezoning would bring the facilities use into compliance with the Tulsa County Zoning Code. Commercial zoning currently exists immediately to the east of the site as well as industrial zoning within a mile east of the site.

**DETAILED STAFF RECOMMENDATION:**

CG zoning is non injurious to the existing proximate properties and;

Is consistent with the anticipated future development pattern of the surrounding property;

And is consistent with the Tulsa County Zoning Code, therefore;

**Staff recommends Approval of case CZ-483 to rezone property from AG to CG**

## **SECTION II: Supporting Documentation**

### **RELATIONSHIP TO THE COMPREHENSIVE PLAN:**

*Staff Summary:* CZ-483 is located within the Sand Springs fence line along Highway 51. According to the Sand Springs 2030 Comprehensive Plan, the Land Use Designation is Residential. It abuts property to the east which has a Commercial Land Use Designation. The parcel has been used for boat storage since 1970.

#### **Land Use Vision:**

*Land Use Plan map designation:* Residential (Sand Springs 2030 Comprehensive Plan)

*Areas of Stability and Growth designation:* n/a

#### **Transportation Vision:**

*Major Street and Highway Plan:* Highway 51 is designated as a Primary Arterial

*Trail System Master Plan Considerations:* None

*Small Area Plan:* N/A

*Special District Considerations:* None

*Historic Preservation Overlay:* None

### **DESCRIPTION OF EXISTING CONDITIONS:**

*Staff Summary:* The site currently contains a boat storage facility that has been in operation since 1970.

*Environmental Considerations:* The site is located within the Tulsa County 100 year floodplain. The applicant will need to work with Tulsa County to mitigate any issues with development in the floodplain.

#### **Streets:**

<u>Exist. Access</u>	<u>MSHP Design</u>	<u>MSHP R/W</u>	<u>Exist. # Lanes</u>
Highway 51	Primary Arterial	120 feet	4

Utilities:

The subject tract has municipal water and sewer available.

Surrounding Properties:

<b>Location</b>	<b>Existing Zoning</b>	<b>Existing Land Use Designation</b>	<b>Area of Stability or Growth</b>	<b>Existing Use</b>
North	AG	N/A	N/A	Hwy 51
South	AG	N/A	N/A	Vacant/Single-Family
East	CS	N/A	N/A	Vacant
West	AG	N/A	N/A	Private Garage

**SECTION III: Relevant Zoning History**

**ZONING ORDINANCE:** Resolution number 98254 dated September 15, 1980 established zoning for the subject property.

***Subject Property:*** No relevant history

***Surrounding Property:*** No relevant history

**Applicant Comments:**

The applicant stated they purchased the property, which is a boat storage facility, and want to clean it up and make it more modern. The applicant stated after purchasing he found out he needed to rezone the property.

Mr. Covey asked the applicant when he purchased the property.

The applicant stated September of 2018.

Mr. Covey asked if the applicant knew there was a zoning issue when he purchased the property.

The applicant stated "no". The previous owner had a boat storage business on the property and the applicant thought there was no problem with continuing the same use.

Mr. Covey asked the applicant if he knew how long the property had been a boat storage.

The applicant stated since before the zoning code, over 40 years.

**Interested Parties:**

**Frank Phillips** 2024 South 159<sup>th</sup> West Avenue, Sand Springs, OK 74063

Mr. Phillips stated his property adjoins the subject property on the south side. Mr. Phillips stated his concern is flooding because the area is a flood zone. He stated there are 4-7 floods a year for his property. Mr. Phillips stated the applicant's property is in what Mr. Phillips calls a relief channel, its about 4 feet below Mr. Phillips property and in the big floods the water level is about 18 inches in the street. Mr. Phillips stated the water comes up under his house and runs across his property to the applicant's property and it is about 4 feet deep on the applicant's property. Mr. Phillips stated the water will get up to the top of the first step to his house but never gets into his house. Mr. Phillips stated the way the applicant's buildings are designed now will close 50 percent of the relief channel. Mr. Phillips stated the current boat storage building is 18-20 feet by 300 feet long and run east and west so there is only an 18 feet section that impedes the flow of water, but the applicants design closes the relief area. Mr. Phillips stated he believes the flooding can be improved by the applicant if he keeps the eastern section open. Mr. Phillips stated if the applicant builds his building the way it is shown on the drawing it will reduce the relief flow of the water by 50 percent and Mr. Phillips house will flood. Mr. Phillips stated he doesn't water to stand in the applicant's way because he has invested in the property. But Mr. Phillips stated if he doesn't make a change in his plans then the residents will be in trouble with flood waters.

Mr. Shivel asked Mr. Phillips if he had spoken with the applicant.

Mr. Phillips stated he talked with the applicant the day before the meeting. Mr. Phillips stated if the applicant can open the east end of the property Mr. Phillips believes it won't change the water level much for the residents.

Mr. Covey asked Mr. Phillips if the subject property had always been a boat facility.

Mr. Phillips stated it has been a boat facility since the early 70's. Mr. Phillips stated he moved there in February of 1966 and it did not flood until the boat storage was built in the 70's.

Mr. Covey asked Mr. Phillips if he was more concerned about what is going to be done to the property than he is the zoning change.

Mr. Phillips stated, "that is true". Mr. Phillips stated what the applicant is proposing will make the subject property look nicer.

**Janice Selby** 2025 South 159<sup>th</sup> West Avenue, Sand Springs, OK 74063

Ms. Selby stated what Mr. Phillips said is true. Ms. Selby stated she feels like the proposed development would impede her quality of life if something was built that would cause more flood issues than what already exists. Ms. Selby stated she has lived here since 1996 and there has not been any water in her house. Ms. Selby believes if the applicant builds the way he has designed she believes she will flood. Ms. Selby stated she would like to see the property improve because it currently looks dumpy. Ms. Selby stated the applicant just needs to change the design.

Mr. Covey stated so you're not opposed to the zoning just what structure may be built on the property.

Ms. Selby stated "yes".

Mr. Covey stated to Ms. Selby and Mr. Phillips that the applicant will have to go through the development compliance process at the County and there the County Engineer will review the plans.

**Phillis Wheeler** 2007 South 161<sup>st</sup> West Avenue, Sand Springs, OK 74063

Ms. Wheeler stated she is west of the proposed development. Ms. Wheeler stated the creek is holding the water half full since the County has not cleaned it out in several years. She stated the water comes in front of her house on 161<sup>st</sup> West Avenue then passes under her house and then goes through the draw the other speakers spoke about. Ms. Wheeler stated her house is elevated and water does not come into her house. Her concern was when the realtor came to have her sign a concession because the subject property is partially on her land Ms. Wheeler asked the realtor if she told the buyer's the property was in a floodplain the realtor stated "no". Ms. Wheeler stated when she built her garage she had to have a relief on both ends and it had to be above the flood elevation. Ms. Wheeler stated she has lived out there for many years and takes care of her property and would not like any further damage.

The applicant stated when he purchased the land he was informed that it was in a flood zone. The applicant stated he doesn't know how much it floods but he would be fine with adjusting his plans to help with the flooding.

Mr. Reeds asked the applicant if the existing buildings have a slab on grade.

The applicant stated "no", they are gravel.

Mr. Reeds stated a simple solution is to leave an open skirt around the bottom.

Mr. Covey asked if the applicant was aware he had to go through the County process.

The applicant stated "yes".

Mr. Covey suggested the applicant exchange phone numbers with the neighbors to help keep them informed.

The applicant stated he didn't want mad neighbors.

**TMAPC Action; 9 members present:**

On **MOTION** of **WALKER**, TMAPC voted **9-0-0** (Covey, Doctor, Fothergill, McArtor, Reeds, Ritchey, Shivel, Van Cleave, Walker "aye"; no "nays"; none "abstaining"; Millikin, "absent") to recommend **APPROVAL** of rezoning CZ-483 from AG to CG per staff recommendations.

**Legal Description CZ-483:**

PRT SW SW BEG 408.72N & 600.38E SWC SW TH E131.62 N169.90 NW140 S203.43 POB LESS BEG 611.56N & 596.75E SWC SW TH SE135.61 S99.17 NW137.25 N92.90 POB SEC 8 19 11 0.33AC; PRT SW SW BEG 408.72N & 402.45E SWC SW TH E197.93 N203.43 CRV LF 129 NW73 S245.22 POB LESS BEG 654.42N & 394.53E SWC SW TH SE206.73 S92.90 NW51.20 NW155.82 N92.26 POB SEC 8 19 11 .60AC, City of Tulsa, Tulsa County, State of Oklahoma

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11. **Z-7468 John Miggins** (CD 4) Location: East of the Southeast corner of East Admiral Place and North Pittsburg Avenue requesting rezoning from **CH to IL with an optional development plan** (Continued from February 6, 2019)

**STAFF RECOMMENDATION:**

**SECTION I: Z-7468**

**DEVELOPMENT CONCEPT:**

Applicant has noted on his plan to combine all 5 lots into a single parcel. The parcels can be combined with or without the rezoning approval.

**DETAILED STAFF RECOMMENDATION:**



**Matt Kehoe**

Assistant District Attorney | Civil Division  
Tulsa County District Attorney's Office  
500 S. Denver Ave., Ste. 800 | Tulsa, OK 74103  
(918) 596 - 4856 | mkehoe@tulsacounty.org

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**TO:** Board of County Commissioners  
Karen Keith, Chairperson  
Stan Sallee  
Ron Peters

**DATE:** May 21, 2019

**RE:** Tulsa County District Court case no. CJ-2018-4673, *Cessor v. Board of County Commissioners of Tulsa County*

I am requesting that the above matter be set for Executive Session at the May 28, 2019, meeting of the Board of County Commissioners. Pursuant to 25 O.S. § 307(B)(4), I am requesting that this matter be discussed in Executive Session between the Board and its attorney, for the purpose of confidential communications concerning possible official action regarding a pending claim in Tulsa County District Court case no. CJ-2018-4673, *Cessor v. Board of County Commissioners of Tulsa County*, disclosure of the details of which its attorney advises would seriously impair the ability of the Board to proceed in the public interest. Also, please place an item on the agenda out of Executive Session for discussion and/or possible action regarding the Executive Session item. Thank you.

Respectfully submitted,

A handwritten signature in black ink that reads "Matt Kehoe".

**Matt Kehoe**

c: Whitney Alexander  
Sheriff Vic Regalado  
Undersheriff George Brown  
File



**Douglas A. Wilson**  
**Assistant District Attorney**  
Tulsa County District Attorney's Office  
500 S. Denver Ave., Suite 827  
Tulsa, OK 74103  
(918) 596-8795  
douglas.wilson@tulsacounty.org

TO: Board of County Commissioners of Tulsa County  
Karen Keith, Chairperson  
Ron Peters  
Stan Sallee

DATE: May 20, 2019

RE: *Crocker v. Regalado, et al.*, Case No 17-CV-149-TCK-FHM, pending in the U.S. District Court for the Northern District of Oklahoma

On behalf of Walt Haskins with the law firm of Atkinson, Haskins, I am requesting that the above matter be set for Executive Session at the May 28, 2019, meeting of the Board of County Commissioners. Pursuant to 25 O.S. § 307(B)(4), I am requesting on behalf of Mr. Haskins that this matter be discussed in Executive Session between the Board and its attorney, the firm of Atkinson, Haskins, for the purpose of confidential communications concerning possible official action regarding a pending lawsuit, to-wit: *Crocker v. Regalado, et al.*, disclosure of the details of which its attorney advises would seriously impair the ability of the Board to proceed in the public interest. Also, please place an item on the agenda out of Executive Session for discussion and/or possible action regarding the Executive Session item

Very truly yours,

Douglas A. Wilson  
Assistant District Attorney

cc: Sheriff Vic Regalado  
Undersheriff George Brown  
Walt Haskins  
Kirsten Palfreyman