

AGENDA
BOARD OF CITY COMMISSIONERS
August 1, 2016 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

All motions will be made in the affirmative. The fact that a commissioner makes or offers a second to a motion does not mean that the commissioner must vote in favor of passage.

1. Consider approval of Consent Agenda:
 - a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 7.
 - b. Minutes from the July 18, 2016 regular meeting.
 - c. Authorize Staff to purchase various equipment for Shawnee Street Department as follows:
 1. Crack sealing equipment from Paving Maintenance Supply in the amount of \$57,390.00;
 2. Tandem dump truck from Premier Trucking in the amount of \$88,835.89;
 3. Truck body and bed from Total Truck & Trailer in the amount of \$32,667.00; and
 4. Two (2) 2017 1-ton trucks with dump bed from Joe Cooper Ford in the amount of \$35,841.00 each.
 - d. Acceptance of performance bonds associated with the final plat of Shawnee Auto Mall, guaranteeing completion of all required improvements.
2. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
3. Presentation by Jodi Cox, Executive Director/CEO of the Oklahoma Municipal Retirement Fund.

4. Discussion, consideration and possible action to appoint Dub Bushong to the Ward 1 City Commission seat vacated by Gary Vogel.
5. Swearing in of Dub Bushong as Ward 1 Commissioner.
6. Discussion, consideration and possible action regarding a press release that provides information and status of the current and recent court proceedings between the City of Shawnee and the Citizen Potawatomi Nation and the Oklahoma Tax Commission and the Citizen Potawatomi Nation.
7. Consider Bids:
 - a. Remote Control Slope Mower (Open)
8. City Manager Report
9. New Business

(Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
10. Commissioners Comments
11. Discussion, consideration and possible action to go into Executive Session to discuss potential claims, litigation or other options regarding emergency (911) wireless telephone fees that were collected and not remitted to the City; as authorized by 25 O.S. §307(B)(4).
12. Consider an Executive Session to discuss annual evaluations of the City Manager and City Treasurer pursuant to 25 O.S. §307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee."
13. Consider matters discussed in Executive Session regarding potential claims, litigation or other options regarding emergency (911) wireless telephone fees that were collected and not remitted to the City; as authorized by 25 O.S. §307(B)(4).
14. Consider matters discussed in Executive Session regarding discussion of annual evaluations of City Manager and City Treasurer pursuant to 25 O.S. §307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee."
15. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

The City of Shawnee encourages participation from its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting and necessary accommodations will be made. (ADA 28 CFR/36)

Regular Board of Commissioners

1. b.

Meeting Date: 08/01/2016

CC Minutes 07-18-2016

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the July 18, 2016 regular meeting.

Attachments

CC Minutes 07-18-2016

BOARD OF CITY COMMISSIONERS PROCEEDINGS
JULY 18, 2016 AT 6:30 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, July 18, 2016 at 6:30 p.m., pursuant to notice duly posted as prescribed by law. Mayor Mainord presided and called the meeting to order. Upon roll call, the following members were in attendance.

Wes Mainord

Mayor

Vacant

Commissioner Ward 1

Vacant/ Ron Gillham

Commissioner Ward 2

James Harrod

Commissioner Ward 3-Vice Mayor

Keith Hall

Commissioner Ward 4

Lesa Shaw

Commissioner Ward 5

Micheal Dykstra

Commissioner Ward 6

ABSENT: None

INVOCATION

The Lord's Prayer led by Mayor Mainord

FLAG SALUTE

Led by Mayor Mainord

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

- a. Minutes from the June 20, 2016 regular meeting.
- b. Acknowledge the following reports and minutes:
 - License Payment Report for June 2016
 - Project Payment Report for June 2016
 - Shawnee Urban Renewal Authority Minutes from the April 5, 2016 and May 10, 2016 meetings
 - Planning Commission Minutes from the June 1, 2016 meeting

- c. Approve Collective Bargaining Agreement with International Association of Fire Fighters (IAFF) Local No. 206.
- d. Authorize staff to purchase four (4) 2016 Ford Police Interceptor SUV's at the state bid price of \$44,751.93 each.
- e. Authorize staff to purchase a Chevrolet Tahoe for Emergency Management from State Contract.
- f. Authorize staff to solicit bids for debris management and debris monitoring services in case of disaster or emergency.
- g. Authorize staff to purchase a Silverado Crew Cab half ton pickup for Human Resources Safety Officer from State Contract.
- h. Authorize staff to solicit bids for a remote control slope mower.
- i. Acknowledge Official Certificate of Votes from the June 28, 2016 election for Ward 1 Commissioner (unexpired term), Ward II Commissioner and Ward III Commissioner.
- j. Approve Memorandum of Understanding with District Attorney's Office, 23rd Judicial District, for services to victims of domestic violence and sexual assault.
- k. Budget Amendment – Fund 302
To amend budget for street projects that were not completed in FY15-16
- l. Budget Amendment – 2016 CDBG Entitlement Grant Fund
Allocate remaining 2015-2016 grant funds for CDBG for new fiscal year

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve the Consent Agenda Item No. 1(a-1). Motion carried 5-0.

AYE: Harrod, Hall, Shaw, Dykstra, Mainord

NAY: None

AGENDA ITEM NO. 2:

Citizens Participation
(A three minute limit per person)
(A twelve minute limit per topic)

Mr. Tom Claybrook questioned the Commission regarding how much the City has spent in legal fees for litigation between the City of Shawnee and Citizen Potawatomi Nation. Mr. Claybrook was advised by City Attorney Joe Vorndran that the Commission cannot respond to the question at this time. Mr. Claybrook also questioned what had been gained with the lawsuits.

AGENDA ITEM NO. 3:

Presentation by City Manager to Employee of the Month, Mary Palacios, Municipal Court.

Mary Palacios was present to accept the Employee of the Month Certificate presented by City Manager Justin Erickson.

AGENDA ITEM NO. 4:

Discussion, consideration and possible action to accept resignation of Ward 2 Commissioner Linda Agee.

A motion was made by Commissioner Shaw to deny the resignation of Commissioner Linda Agee. Motion failed due to the lack of a second.

City Attorney Joe Vorndran stated that Commissioner Agee's resignation was a matter of law and could not be rescinded unless she requested it. It was further determined that the agenda wording should have stated that the Commission was acknowledging the resignation instead of approving it.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve the resignation of Ward 2 Commissioner Linda Agee. Motion carried 4-1.

AYE: Harrod, Hall, Dykstra, Mainord
NAY: Shaw

AGENDA ITEM NO. 5:

Discussion, consideration and possible action to appoint Ronald Gillham to the Ward 2 City Commission seat vacated by Linda Agee.

A motion was made by Commissioner Dykstra, seconded by Commissioner Hall, to approve the appointment of Ronald Gillham to the Ward 2 City Commission seat vacated by Linda Agee. Motion carried 4-1.

AYE: Dykstra, Hall, Harrod, Mainord

NAY: Shaw

AGENDA ITEM NO. 6:

Swearing in of Ronald Gillham as Ward 2 Commissioner.

Municipal Judge Randall Wiley swore in Ronald Gillham as Ward 2 Commissioner.

AGENDA ITEM NO. 7:

Presentation by Michelle Briggs, President/CEO of Avedis Foundation.

Ms. Michelle Briggs, President/CEO of the Avedis Foundation announced the partnership between the Avedis Foundation and the City of Shawnee. This partnership will consist of a dollar for dollar matching grant that will provide a Master Trails and Sidewalk Plan. This five year plan will eventually consist of the addition of fourteen miles of sidewalks in the City. These sidewalks will connect schools, parks and neighborhoods. City Manager Justin Erickson thanked Ms. Briggs and the Avedis Foundation, stating that it has been a pleasure to work with Avedis to help provide a better quality of life for our citizens.

AGENDA ITEM NO. 8:

Consider an ordinance authorizing the calling and holding of an election for the purpose of submitting to the voters the question of amending the present hotel/motel surcharge to seven and one-half percent (7.5%) or one dollar (\$1.00), whichever is higher.

Ordinance No. 2583NS was introduced.

AN ORDINANCE AMENDING THE PRESENT HOTEL OCCUPANCY SURCHARGE; AMENDING SECTIONS 25-226, 25-228 AND 25-229, DIVISION 1, ARTICLE IV OF CHAPTER 25 OF THE CODE OF THE CITY OF SHAWNEE; CHANGING ARTICLE TITLE; SETTING EFFECTIVE DATE OF THE ORDINANCE AS JULY 18, 2016; REQUIRING APPROVAL OF ORDINANCE BY MAJORITY OF REGISTERED VOTERS VOTING AT AN ELECTION HELD FOR SUCH PURPOSE AS PROVIDED BY LAW; AMENDING SECTION 25-266, DIVISION 2, ARTICLE IV OF CHAPTER

25 OF THE CODE OF THE CITY OF SHAWNEE; AMENDING THE OCCUPANCY SURCHARGE UPON THE SERVICE OF FURNISHING ROOMS BY HOTELS OR MOTELS WITHIN THE CITY TO 7.5% UPON THE GROSS RECEIPTS OF EACH OCCUPANCY OR ONE DOLLAR (\$1.00) PER OCCUPIED ROOM PER NIGHT, WHICHEVER IS GREATER; AND PROVIDING FOR SEVERABILITY.

City Manager Justin Erickson addressed the seven and one-half percent proposed rate increase. He discussed regional sales tax and lodging tax comparisons with cities and/or hotels near the City of Shawnee. The Commission discussed potential tourism related projects that could be accomplished with the additional revenue. Mr. Erickson stated that each one percent increase in lodging tax will generate approximately \$100,000.00 in additional revenue. Mr. Erickson said he had met with two hotel owners in Shawnee who were apprehensive regarding any increase because of competition with Oklahoma City/Midwest City hotels.

A motion was made by Commissioner Hall, seconded by Vice Mayor Harrod, to approve an ordinance authorizing the calling and holding of an election for the purpose of submitting to the voters the question of amending the present hotel/motel surcharge with an increase of two and one-half percent. Motion carried 4-2.

AYE: Hall, Harrod, Mainord, Gillham

NAY: Shaw, Dykstra

AGENDA ITEM NO. 9:

Consider a resolution calling for the holding of a special election November 8, 2016 for the purpose of adopting Ordinance No. 2583NS amending the present hotel/motel surcharge to seven and one-half percent (7.5%) of gross receipts or one dollar (\$1.00) per rental day, whichever is greater, as defined by ordinance; providing for said election to be conducted by the Pottawatomie County Election Board; providing for voting by absentee ballot and fixing the effective date of the ordinance as the first day of April, 2017.

Resolution No. 6519 was introduced.

A RESOLUTION CALLING AND PROVIDING FOR THE HOLDING OF A SPECIAL ELECTION IN THE CITY OF SHAWNEE, OKLAHOMA, FOR THE PURPOSE OF ADOPTING AN ORDINANCE AMENDING THE PRESENT HOTEL-MOTEL OCCUPANCY SURCHARGE LEVIED AND ASSESSED FROM FIVE PERCENT (5%) OF GROSS RECEIPTS FROM ALL OCCUPANCY OF HOTEL-MOTEL ROOMS OR ONE DOLLAR (\$1.00) PER RENTAL DAY ON HOTELS AND MOTELS AS DEFINED BY ORDINANCE OR WHICHEVER IS GREATER, TO SEVEN AND ONE-HALF PERCENT (7.5%) OF GROSS RECEIPTS FROM ALL OCCUPANCY OF HOTEL-MOTELS ROOMS OR ONE DOLLAR (\$1.00) PER RENTAL DAY ON HOTELS AND MOTELS AS DEFINED BY ORDINANCE OR WHICHEVER IS GREATER; PROVIDING FOR SAID ELECTION TO BE CONDUCTED BY THE POTTAWATOMIE COUNTY ELECTION BOARD; AND PROVIDING FOR VOTING BY ABSENTEE BALLOT.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Gillham, to approve a resolution calling for the holding of a special election November 8, 2016 for the purpose of adopting Ordinance No. 2583NS amending the present hotel/motel surcharge to seven and one-half percent (7.5%) of gross receipts or one dollar (\$1.00) per rental day, whichever is greater, as defined by ordinance; providing for said election to be conducted by the Pottawatomie County Election Board; providing for voting by absentee ballot and fixing the effective date of the ordinance as the first day of April, 2017. Motion carried 5-1.

AYE: Harrod, Gillham, Mainord, Hall, Dykstra

NAY: Shaw

AGENDA ITEM NO. 10:

Consider approval of ballot to be submitted to Election Board.

A motion was made by Commissioner Dykstra, seconded by Commissioner Hall, to approve a ballot to be submitted to the Election Board. Motion carried 5-1.

AYE: Dykstra, Hall, Gillham, Harrod, Mainord

NAY: Shaw

AGENDA ITEM NO. 11:

Discussion, consideration and possible action on a resolution asking the Pottawatomie County Commissioners to place before the voters a ballot title permitting the Sunday sale of alcoholic beverages in restaurants.

Resolution No. 6520 was introduced.

A RESOLUTION ENCOURAGING AND REQUESTING THE POTTAWATOMIE COUNTY COMMISSIONERS TO PLACE BEFORE THE VOTERS OF THE COUNTY A BALLOT QUESTION ALLOWING THE SUNDAY SALE OF ALCOHOLIC BEVERAGES AT RESTAURANTS IN THE COUNTY

City Manager Justin Erickson provided background information on this item, and explained the city is missing out on future economic development from the lack of alcoholic sales on Sundays.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Dykstra, to approve a resolution asking the Pottawatomie County Commissioners to place before the voters a ballot title permitting the Sunday sale of alcoholic beverages in restaurants. Motion carried 5-1.

AYE: Harrod, Dykstra, Gillham, Mainord, Hall

NAY: Shaw

AGENDA ITEM NO. 12:

Consideration of a Final Plat for Shawnee Park Addition located on the south side of Transportation Drive, east of North Harrison Street. Case No. S14-16. Applicant: Zimmerman Properties Development, LLC (*Deferred by Planning Commission to August 3, 2016 meeting*)

Staff advised that this item was deferred by the Planning Commission to the August 3, 2016 meeting.

A motion was made by Commissioner Shaw, seconded by Vice Mayor Harrod, to defer this item until the August 15, 2016 City Commission meeting. Motion carried 5-1.

AYE: Harrod, Mainord, Hall, Dykstra, Gillham

NAY: Shaw

AGENDA ITEM NO. 13:

Public hearing and consideration of an ordinance to rezone property located on the east side of Harrison Street, north of Transportation Parkway from PUD; Planned Unit Development to C-3; Highway Commercial. Case No. P05-16. Applicant: Wallace Engineering

Community Development Director Justin DeBruin provided a brief history of this property and the current PUD zoning classification. He further explained the purpose of the C3; Highway Commercial zoning in this instance.

Mayor Mainord declared a public hearing in session to consider an ordinance to rezone property located on the east side of Harrison Street, north of Transportation Parkway from PUD; Planned Unit Development to C-3; Highway Commercial. Jim Beach with Wallace Engineering appeared in favor of said rezoning. No one appeared against said rezoning. The public hearing was closed.

A motion was made by Commissioner Hall, seconded by Commissioner Shaw, to approve the ordinance to rezone property located on the east side of Harrison Street, north of Transportation Parkway from PUD; Planned Unit Development to C-3; Highway Commercial.

Ordinance No. 2584NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: LOTS EIGHT (8) AND NINE (9), YAHGNEE ADDITION, PHASE 1, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM PUD; PLANNED UNIT DEVELOPMENT TO C-3; HIGHWAY COMMERCIAL AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 6-0.

AYE: Hall, Shaw, Dykstra, Gillham, Harrod, Mainord

NAY: None

Ordinance No. 2584NS was adopted by the City Commission.

AGENDA ITEM NO. 14:

Discussion, consideration and possible action regarding a press release that provides information and status of the current and recent court proceedings between the City of Shawnee and the Citizen Potawatomi Nation and the Oklahoma Tax Commission and the Citizen Potawatomi Nation.

Commissioner Hall discussed the need for transparency and the public's right to know the status of the CPN lawsuits. Mr. Hall stated that all information

provided in the press release would be general in nature. It was noted that the City of Shawnee does not currently have any lawsuits against the Citizen Potawatomi Nation.

After discussion among the Commission, a motion was made by Commissioner Hall to approve the City providing a press release that provides information and status of the current and recent court proceedings between the City of Shawnee and the Citizen Potawatomi Nation and the Oklahoma Tax Commission and the Citizen Potawatomi Nation. Motion failed due to the lack of a second.

AGENDA ITEM NO. 15: Acknowledge Sales Tax Report received July 2016.

Finance Director Cynthia Arnold reported that July sales tax collected this month was \$1,475,520.00, which is up 2.31% or \$33,302.00 from July of 2015.

AGENDA ITEM NO. 16: City Manager Report

The report was provided in the agenda packets and no oral report was given.

AGENDA ITEM NO. 17: New Business (Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)

There was no New Business.

AGENDA ITEM NO. 18: Commissioners Comments

Commissioner Dykstra said he was looking forward to working with the new Commissioners.

Commissioner Shaw also welcomed the new Commissioners.

Commissioner Hall thanked the Avedis Foundation for their partnership with the City.

Vice Mayor Harrod commented on the recent election and shared his appreciation for all the support he received. He stated that everything he sees within the City is positive and he is happy to be a part of it.

Commissioner Gillham stated that he intends to be a Commissioner for the full four-year term.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR
TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE
MUNICIPAL AUTHORITY (7:28 P.M.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE
CHAIR (7:40 P.M.)

AGENDA ITEM NO. 19:

Discussion, consideration and possible action to go into Executive Session to discuss potential claims, litigation or other options regarding emergency (911) wireless telephone fees that were collected and not remitted to the City; as authorized by 25 O.S. §307(B)(4).

A motion was made by Commissioner Dykstra, seconded by Commissioner Gillham, to enter into Executive Session to discuss potential claims, litigation or other options regarding emergency (911) wireless telephone fees that were collected and not remitted to the City; as authorized by 25 O.S. §307(B)(4). Motion carried 6-0.

AYE: Dykstra, Gillham, Mainord, Hall, Shaw, Harrod
NAY: None

AGENDA ITEM NO. 20:

Discussion, consideration and possible action to go into Executive Session Consider an Executive Session to discuss potential claims, litigation and transition of legal representation or other options regarding Pottawatomie County District Court Case No. CJ-2014-128, The Citizen Potawatomi Nation by Linda Capps, its Vice Chairman, and Deanna Jesse vs. City of Shawnee, as authorized by 25 O.S. §307(B)(4).

A motion was made by Commissioner Dykstra, seconded by Vice Mayor Harrod, to enter into Executive Session to discuss potential claims, litigation and transition of legal representation or other options regarding Pottawatomie County District Court Case No. CJ-2014-128, The Citizen Potawatomi Nation by Linda Capps, its Vice Chairman, and Deanna Jesse vs. City of Shawnee, as authorized by 25 O.S. §307(B)(4). Motion carried 6-0.

AYE: Dykstra, Harrod, Mainord, Hall, Shaw, Gillham

NAY: None

AGENDA ITEM NO. 21:

Consider an Executive Session to discuss annual evaluations of the City Manager, City Treasurer, and City Judge pursuant to 25 O.S. §307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee."

A motion was made by Commissioner Gillham, seconded by Commissioner Hall, to enter into Executive Session to discuss annual evaluations of the City Manager, City Treasurer, and City Judge pursuant to 25 O.S. §307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee." Motion carried 5-1.

AYE: Gillham, Hall, Dykstra, Harrod, Mainord

NAY: Shaw

COMMISSION ENTERED INTO EXECUTIVE SESSION AT 7:42 P.M. WITH ALL MEMBERS PRESENT

COMMISSION RECONVENED FROM EXECUTIVE SESSION AT 8:32 P.M. WITH ALL MEMBERS PRESENT

VICE MAYOR HARROD LEFT THE MEETING AT 8:32 P.M.

AGENDA ITEM NO. 22:

Consider matters discussed in Executive Session regarding potential claims, litigation or other options regarding emergency (911) wireless telephone fees that were collected

and not remitted to the City; as authorized by 25 O.S. §307(B)(4).

A motion was made by Commissioner Dykstra, seconded by Commissioner Gillham, to authorize counsel to file suit against Pottawatomie County 911 Trust if the final demand letter is not accepted. Motion carried 4-1.

AYE: Dykstra, Gillham, Mainord, Hall

NAY: Shaw

AGENDA ITEM NO. 23:

Consider matters discussed in Executive Session regarding potential claims, litigation and transition of legal representation or other options regarding Pottawatomie County District Court Case No. CJ-2014-128, The Citizen Potawatomi Nation by Linda Capps, its Vice Chairman, and Deanna Jesse vs. City of Shawnee, as authorized by 25 O.S. §307(B)(4).

No action was taken.

AGENDA ITEM NO. 24:

Consider matters discussed in Executive Session regarding discussion of annual evaluations of City Manager, City Treasurer, and City Judge pursuant to 25 O.S. §307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee."

A motion was made by Commissioner Hall, seconded by Commissioner Dykstra, to enter into a contract with Municipal Judge Randall Wiley for one year in the amount of \$50,000.00. Motion carried 5-0.

AYE: Hall, Dykstra, Gillham, Mainord, Shaw

NAY: None

AGENDA ITEM NO. 25:

Consideration of contract with Municipal Judge.

See Agenda Item No. 24 above.

AGENDA ITEM NO. 26:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (8:36 p.m.)

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

1. c.

Meeting Date: 08/01/2016

St Dept Equip Req

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize Staff to purchase various equipment for Shawnee Street Department as follows:

Attachments

St Dept Req Memo



Office of the City Engineer

MEMORANDUM

Date: July 28, 2016

To: Justin Erickson, City Manager

From: John Krywicki, P.E., City Engineer

RE: Request to Purchase Various Equipment for City Streets Department

We are requesting to purchase several items for the City Streets Department that have been budgeted for this current Fiscal Year 16-17. The items are 'crack sealing equipment', 'tandem dump truck', tandem dump truck bed', and two 'one ton trucks with dump beds' and attached is a Budget Report showing available funding.

Quotes/pricing were solicited from vendors as well as utilizing the State Contract bids, and the lowest and best pricing was from the State Contract(s). The lowest priced item(s) are as follows:

- Crack Sealing Equipment from 'Paving Maintenance Supply' at \$57,390.00.
- Tandem Dump Truck from 'Premier Trucking' at \$88,835.89.
- Truck Body & Bed from 'Total Truck & Trailer' at \$32,667.00.
- Two 2017 1-Ton Trucks w/dump bed from 'Joe Cooper Ford' at \$35,841.00/ea.

Attached are the summarized quotes and other documentation for each item being requested to purchase.

If you have any questions or need additional information please advise.

MASTER : CAPOUT CAPITAL OUTLAY
 STATUSES: ACTIVE, FUTURE, SUSP., INACTIVE
 DATES: 7/01/2016 THRU 6/30/2017

*Fy16-17
 Budget Report.*

PROJECT FISCAL YR STATUS

708 2016-2017 ENGINEERING 07/2016 ACTIVE

LINE ITEM	BUDGET YR	BUDGET	ACTUAL	ENCUMBERED	BUDGET BALANCE
0810-01 ADA CITY WIDE SIDEWALK/RAMP	2016-2017	292,300.00			292,300.00
	TOTAL	292,300.00			292,300.00
0810-02 ADA HANDICAP RAMPS	2016-2017	222,838.00			222,838.00
	TOTAL	222,838.00			222,838.00
0810-03 UNION STREET SIDEWALKS	2016-2017	125,750.14			125,750.14
	TOTAL	125,750.14			125,750.14
0810-51 SUV	2016-2017	28,000.00			28,000.00
	TOTAL	28,000.00			28,000.00
0820-01 INDEPENDENCE & BROADWAY	2016-2017	625,000.00			625,000.00
	TOTAL	625,000.00			625,000.00
0820-02 KICKAPOO FROM HIGHLAND TO	2016-2017	3,800,000.00			3,800,000.00
	TOTAL	3,800,000.00			3,800,000.00
0820-03 OTHER STREET PROJECTS	2016-2017	437,454.00			437,454.00
	TOTAL	437,454.00			437,454.00
0820-04 REHAB ASPHALT	2016-2017	988,144.00			988,144.00
	TOTAL	988,144.00			988,144.00
0840-05 MAIN STREET	2016-2017	1,992,640.40			1,992,640.40
	TOTAL	1,992,640.40			1,992,640.40
0850-01 REHAB CONCRETE STREETS	2016-2017	787,750.00			787,750.00
	TOTAL	787,750.00			787,750.00
0850-02 REPAIR BRIDGE MAINT	2016-2017	400,000.00			400,000.00
	TOTAL	400,000.00			400,000.00
0850-03 STREET REPAIR & MAINT	2016-2017	480,000.00		105,738.86	374,261.14
	TOTAL	480,000.00		105,738.86	374,261.14
0920-01 STREET EVALUATIONS	2016-2017	325,000.00			325,000.00
	TOTAL	325,000.00			325,000.00
0920-51 TRAFFIC SIGNAL UPDATES	2016-2017	75,000.00		1,850.00	73,150.00
	TOTAL	75,000.00		1,850.00	73,150.00
0920-52 CRACK SEALER	2016-2017	60,000.00			60,000.00
	TOTAL	60,000.00			60,000.00

*CRACK SEALING
 Equip.*

PROJECTS: Include: 708

MASTER : CAPOUT CAPITAL OUTLAY

STATUSES: ACTIVE, FUTURE, SUSP., INACTIVE

DATES: 7/01/2016 THRU 6/30/2017

*Fy 16-17
Budget Report*

PROJECT FISCAL YR STATUS

0920-53	2 ONE TON PICK UPS	ACTIVE	2016-2017	72,794.00		72,794.00
			TOTAL	72,794.00		72,794.00
0920-54	3 SALT SPREADERS	ACTIVE	2016-2017	13,500.00	12,126.00	1,374.00
			TOTAL	13,500.00	12,126.00	1,374.00
0920-55	TANDIUM DUMP TRUCK WITH SP	ACTIVE	2016-2017	145,863.00		145,863.00
			TOTAL	145,863.00		145,863.00
0920-56	BATTERY BACKUP	ACTIVE	2016-2017	24,000.00		24,000.00
			TOTAL	24,000.00		24,000.00
0930-01	TRAFFIC STRIPING PROJECTS	ACTIVE	2016-2017	150,000.00		150,000.00
			TOTAL	150,000.00		150,000.00
0930-02	CENTRACS UPGRADE	ACTIVE	2016-2017	79,340.00		79,340.00
			TOTAL	79,340.00		79,340.00
0930-03	TRAFFIC IMPACT	ACTIVE	2016-2017	10,500.00		10,500.00
			TOTAL	10,500.00		10,500.00
0930-51	BATTERY BACKUP FOR TRAFFIC	ACTIVE	2016-2017	24,000.00		24,000.00
			TOTAL	24,000.00		24,000.00
** PROJECT TOTALS **			2016-2017	11,159,873.54	119,714.86	11,040,158.68
			TOTAL	11,159,873.54	119,714.86	11,040,158.68

← 1th trucks

← Tandem truck

Regular Board of Commissioners

1. c. 1.

Meeting Date: 08/01/2016

Req Crack Seal Equip

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Crack sealing equipment from Paving Maintenance Supply in the amount of \$57,390.00;

Attachments

Crack Seal Req



MEMORANDUM

To: John Krywicki, City Engineer
From: Tim Dibler, Street Superintendent
Date: 7/22/2016
Re: Street Dept. Purchase Request

Request permission to purchase an Asphalt Crack Sealer out of 2016/2017 Capitol Funds from Paving Maintenance Supply. The item can be purchased for \$57,390.12.

3 bids were requested and received. Below is a list of additional bids received.

SYH-LLC-\$57,500.00
JOCO-\$65,000.00

Thanks
Tim Dibler
Street Superintendent



PAVING MAINTENANCE SUPPLY

A Division of Crafcro, Inc.

6165 W. Detroit St.
Chandler, AZ 85226
(602) 276-0406 (800) 528-8242 FAX: (480) 940-0313

QUOTE

AAAQ13189

Date Quoted 1/26/2016

EXPIRATION DATE 9/25/2016

Quote To: Account Code: SHAWNCIT

Ship To:

City of Shawnee

City of Shawnee

PO Box 1448
Accounts Payable
Shawnee, OK 74802
United States of America

Phone: 405-214-4244

Fax: 405-878-1607

Email:

PO Box 1448
Accounts Payable
Shawnee, OK 74802
United States of America

Tim Dibler

405-214-4244

Project Title:

Bid Date:

Terms: Net 30

Bid Number:

F.O.B.:

Project Start Date:

Ship Via:

Ship Before: 1/26/2016

Salesman Code:

Quote Effective Dates: 1/26/2016 TO 9/25/2016

Quoted By: Steve Hoskins

Region Code: 260

Estimated Time to Ship After Receipt of Order: Quoted at time of order

Customer: City of Shawnee

Quote Number AAAQ13189

Project Title:

Date 01-26-16

Part #	Description	Unit	Qty.	Retail	Quote Price	Ext. Price
CRA45300	Melter - Super Shot 250 DC 70CFM Compressor	EA	1	\$0.0000	\$54,782.5000	\$54,782.5000
CRA24074	Connector - 6 Wire Trailer Connector Rev. B	EA	1	\$0.0000	\$55.0600	\$55.0600
CRA20014	Hitch - 3" Pintle	EA	1	\$0.0000	\$121.3800	\$121.3800
CRA24095K	Kit - Strobe Light Kit Installed	EA	1	\$0.0000	\$290.7000	\$290.7000
CRA24190K	Heater - Overnight Heater Installed At The Plant, All Melter	EA	1	\$0.0000	\$306.0000	\$306.0000
CRA26058	Fire Extinguisher - 10# w/ Cover	EA	1	\$0.0000	\$226.7000	\$226.7000
CRA26059	Bracket - for 10# Fire Extinguisher	EA	1	\$0.0000	\$89.6800	\$89.6800
CRA26098	Tool Box - Mounted for Machines	EA	1	\$0.0000	\$87.6000	\$87.6000
CRA26119	Hook - 3/8" with safety latch	EA	2	\$0.0000	\$55.2500	\$110.5000
431911	Squeegee - "V" BLACK Push ONLY Squeegee - "V" BLACK Push ONLY	EA	3	\$0.0000	\$40.0000	\$120.0000
45535	Cover - Engine Cover / Tier 2 Cover - Engine Cover / Tier 2 for all Melters (see notes)	EA	1	\$0.0000	\$1,200.0000	\$1,200.0000

Total \$57,390.12

COMMENTS:

NOTE:

For Terms and Conditions of purchases go to: www.pmsi-usa.net/Terms-of-Sale.pdf

Quantities may be limited at PMSI, A Division of Crafcro's discretion.

Pricing and availability are subject to change without notice.

Pricing does not include applicable taxes. Tax exemption forms must be on file prior to invoicing. Unpaid sales tax will be reported to State and Local tax authorities. Extension is net after terms.

FOB DEFINITIONS:

O/PPD/NC Origin/Prepaid/No Charge - PMSI, A Division of Crafcro will pay all shipping charges.

O/COL Origin/Collect - Freight charges will be collected by the freight carrier at the delivery point.

O/PPD/CB Origin/Prepaid/Charge Back - PMSI, A Division of Crafcro will pay the shipping charges and charge it to the customer including drop charges and other charges that apply.

O/PPD/Fixed/CB Origin/Prepaid/Charge Back - PMSI, A Division of Crafcro has quoted a fixed freight cost that will be added to the invoice plus drop charges that apply.

THIRD PARTY - Freight charges are billed direct by the freight company to an account set up by the customer.

Pavement Preservation Products Restocking Policy

PMSI, A Division of Crafcro will only accept the return of products that have been authorized in writing in advance. To obtain authorization contact your customer service representative. A written authorization will be faxed or emailed to you. A copy of the RETURN AUTHORIZATION must accompany the material being returned.

Not all products are returnable. Products that have a shelf life or are considered made to order or special order may not be returned. No used parts may be returned.

All returns are subject to restocking charges.

All products returned must be in the original packaging and be in good and salable condition. PMSI, A Division of Crafcro reserves the right to charge repackaging charges in addition to restocking charges.

Restocking Charges

PARTS (*) 15%

EQUIPMENT Non Returnable

SEALANT (*) 25%

SILICONE Non Returnable

GEOCOMPOSITES Non Returnable

MASTIC (*) 25%

POLYPATCH (*) 25%

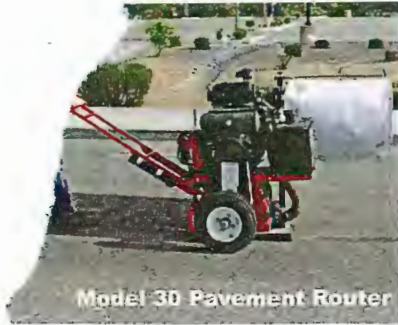
TECHCRETE (*) 25%

OTHER STANDARD INVENTORIED ITEMS (*) 25%

CUSTOMER IS RESPONSIBLE FOR ALL SHIPPING COST ON RETURNED MATERIALS.

(*) Not all purchases are returnable. Any part or product that is non-standard or obsolete is not returnable. Request information on the acceptability for returns for any specific product when ordering.

Order Your "Best in Class" Pavement Preservation Equipment



Model 3D Pavement Router



E-Z Series II™
Sealant Melter



Super SEAL COATER™



Patcher 11th
Mastic Sealant Melter



Magnum Spray Patcher™

250



Super Shot 125 with Auto Loader

Place Your Order Just In Time For Spring

- ▶ CrafcO cares about you and preserving the life of pavement and the service life to maximize efficiency, productivity, cost-effectiveness and safety
- ▶ CrafcO is the world's leading manufacturer in quantity and diversity of packaged pavement preservation products and equipment
- ▶ CrafcO is the only company that manufactures packaged pavement preservation products and the broad array of equipment to apply them
- ▶ CrafcO warranties on all products and equipment
- ▶ CrafcO provides one of the largest world wide support networks to service you

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SUPER SHOT
125
2444

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phone: (800) 528-8242 | email: sales@crafcO.com | www.crafcO.com

~~SYH Great Plains, LLC~~

SYH-LLC

~~1000 SW 5th Street~~

~~OK 73109-1018~~

Quote

Date	Quote #
1/26/2016	33

Name / Address
CITY OF SHAWNEE 16 W 9TH ST SHAWNEE, OK 74801

Rep	Project

Description	Qty	Total
CRACKPRO HEATED HOSE MACHINE TR260 DA WITH AIR COMPRESSOR	1	56,500.00T
FREIGHT CHARGE -	1	1,000.00T
PAYMENT TO BE MADE IN FULL PRIOR TO ORDERING---6-8 WEEK LEAD TIME-----MACHINE SHIPPED DIRECT-----1 FULL DAY OF TRAINING BY SALES REP AT YOUR LOCATION		
OKC SALES TAX		4,815.63
		57,500.00
Total		56,515.63

- Digital Control Center
- Electro-hydraulic manifold
- Heated applicator holder
- Anti-splash material loading hatch
- Direct-Drive FWD/REV full sweep agitation
- Oil-Jacketed material pump (CrackPro 400 only)
- Liquid cooled Kubota diesel engine
- State-Of-The-Art Burner System with Auto Shut Off



CrackPro® 125 & 260
Heated Hose Machines



For Information on Pricing, Attractive Financing
Options, and Equipment Rental Programs

CLICK HERE



AIR COMPRESSOR
260

Specifications

- Tank Capacity.....125 & 260 gallons
- Heat Transfer Oil.....25, 28, 30, 45 gallon capacity
- Maximum BTU Input.....372,000 BTU

[Franchise Log In](#)

You are here: [Home](#) / [Products](#) / [Equipment](#) / CrackPro® Heated Hose Machine

Products

Pavement	Traffic Paints	Tools &
Sealers	Concrete	Accessories
Sealer	Products	Sport Surfacing
Additives	Dust	Parts
Crack Fillers	Suppressant	
Preparation &	Equipment	
Repair		

CRACKPRO® HEATED HOSE

Oil-Jacketed Melter For Hot Pour Crack Sealing Materials.
Ready to apply in 1 hour.

All Diesel Power!

Both the burner and the engine are powered by diesel fuel for maximum safety, efficiency, and performance.

Features

- Construction.....Oil jacket type tank
- Temperature Control.....Automatic Electronic
- Tank Opening.....16" x 24" no splash material loading
- Insulation.....1 1/2" High Temperature Ceramic
- Agitation.....Full Sweep, Hydraulically Driven, Reversible
- Material Pump.....2" Steel Gear, Reversible
- Heating System.....Bottom fired forced air diesel fuel
- Suspension.....Torsion type axle with 5 lug tubeless tire
- Application Hose.....3/4" x 18' electric hose (22' available)
- Heated Hose.....Eliminates need to flush out hose for clean-up

	CP 125	CP 260
Loading Height:	54"	48"
Overall Height:	80"	90"
Width:	78"	93"
Length:	192"	206"
Empty Weight:	3,700 lbs.	5,000 lbs.
w/conveyor:	4,200 lbs.	5,500 lbs.
Height w/conveyor	8' 6"	8' 6"

Download

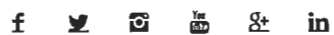
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STEEL PLATE
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TUB WRAP

Jo-Co Equipment

2209 E. Wichita Street Broken Arrow, OK 74012

Phone (918) 286-0600

Toll Free (866) 909-1093

Fax (918) 286-0632

Email jo-co@tulsacoxmail.com

July 19, 2016

City of Shawnee
Attn, Tim Dibler

We are pleased to offer the following machine for your consideration, One new Cimline Cracksealer Model 230-Magma DHC equipped with heated hose, engine cover, dual strobe lights, extra parts kit, Air Compressor with hose reel, 2" Swivel disk shoe.

Jo-Co Equipments Budget price ----- \$ 65,000.00

If you have any questions please call me on my cell phone.

Thank you
Joe Linduff
Jo-Co Equipment



MAGMA

- Digital Flow Control
- High-Performance Mixing
- Easy Operation
- Reduced Carbon Footprint



150 gallon model shown with optional compressor and hose reel

A good Pavement Preservation Program starts with crack sealing. It is the first line of attack in preventing sub base erosion, the largest cause of pavement failures such as potholes. The MAGMA Melter/Applicator provides high-performance production and operates more efficiently.

Digital Flow Control- Provides smooth, even material flow no matter what volume or sealing tip is required. With pump speeds less than 25RPM and virtually no back pressure, packing leakage is minimized and pump life is extended.

High-Performance Mixing- Eliminate temperature stratification with the MAGMA Auger/Agitator. Unobstructed Internal Machine Recirculation ensures unsurpassed heat up and recovery times.

Easy Operation- Choose the operation that works best for your application. When in "Auto" mode, three green lights on, means the MAGMA is ready to work. Manual mode allows the user to operate the pump and agitator.

Carbon Footprint Reduction- Reduce your impact on the environment with MAGMA. Full Tier IV compliant engines sized to meet the application and operated at optimum RPM efficiency improves fuel economy and minimizes emissions.

The MAGMA Heating tank design keeps heat around the material tank longer reducing heat loss by 45% and increasing heat up and recovery times by as much as 20%.

Add the Optional AfterBurnr® Fume Removal System and minimize your impact on the neighborhood and your workers. AfterBurnr removes more than 90% of Smoke and odor from the machine loading process.



Optional AfterBurnr® fume removal system.



Auger/Agitator.



Optional rotary screw air compressor.



Digital Control Panel



Optional Engine Cover.



150 gallon model without pump



150 gallon model



230 gallon model



410 gallon dual hose model

SPECIFICATIONS

	MAGMA 150"	MAGMA 230"	MAGMA 410
Material Capacity US Gallons (liters)	150 (568)	230 (871)	410 (1552)
Engine (HP)	25 Diesel 40 Compressor Model	25 Diesel 40 Compressor Model	25 Diesel 40 Compressor Model
Heating Method	Diesel	Diesel	Diesel
Heat Rating (BTUs)	250,000	290,000	400,000
Material Pump GPM (LPM)	20 (76)	20 (76)	20 (76)
GVWR lb. (kg)	5200 (2359)	6840 (3103)	9520 (4318)
GAWR lb. (kg)	7000 (3175)	7000 (3175)	10,000 (4536)
Axles/Suspension	1 (torsion type)	2 (torsion type)	2 (torsion type)
Brake Type	Electric*	Electric*	Electric*
Loading Height in. (mm)	50 (1270)	48 (1219)	54 (1372)
Loading Doors	Single Curbside	Dual	Dual
Fuel Capacity gal. (liters)	33 (125)	33 (125)	33 (125)
Hydraulic Oil Capacity gal. (liters)	33 (125)	33 (125)	33 (125)
Heat Transfer Oil gal. (liters)	22 (83)	30 (114)	40 (151)
Dimensions L x W x H in. L x W x H mm	170 x 84 x 92 4318 x 2134 x 2337	165 x 87 x 90 4191 x 2210 x 2286	185 x 90 x 90 4698 x 2286 x 2286
Shipping Weight lbs. (kg)	4,120 (1,869)	4,540 (2050)	5,420 (2459)
Warranty	ONE YEAR BUMPER TO BUMPER		

Due to continuous improvement, specifications are subject to change without notice.

* Also available with surge brakes.

** Also available without pump.

FULL PRODUCT LINE



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**CIMLINE PAVEMENT
MAINTENANCE GROUP**
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P 2/5



CRACK SEALERS • POTHOLE PATCHERS • EMULSION STORAGE TANKS

JO-CO EQUIPMENT

JOE LINDUFF, OWNER

- OKLAHOMA DEALER REPRESENTATIVE -

2209 EAST WICHITA ST.

BROKEN ARROW, OK 74012

EMAIL: jo-co@tulsaocxmail.com

CELL: 918.407.6574

BUS: 918.286.0600

FAX: 918.286.0632

TOLL FREE: 888.909.1093

Regular Board of Commissioners

1. c. 2.

Meeting Date: 08/01/2016

Req Dump Truck

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Tandem dump truck from Premier Trucking in the amount of \$88,835.89;

Attachments

Req Dump Truck



MEMORANDUM

To: John Krywicki, City Engineer
From: Tim Dibler, Street Superintendent
Date: 7/15/2016
Re: Street Dept. Purchase Request

Request permission to purchase a Tandem cab & chassis out of 2016/2017 Capitol Funds from Premier Trucking. This truck can be purchased for \$88,835.89.

3 bids were requested and received. Below is a list of additional bids.

Bruckners- \$113,463.00
Rush Truck Center- \$127,750.00

Thanks
Tim Dibler
Street Superintendent

1059336

Tabulation of Quotes

Name:

On Requisition

☐ Vendor☐ Vendor

PREMIER TRUCK

BRUCKNERS

RUSH TRUCK CENTER

Freightliner

MACK

PETERBUILT

Valuation: Items from \$100.00 to\$7,499.00

Expenditure

Account Number

301 5-0920-5450

708 0920-55

Phone Number

405-406-1483

405-202-6923

405-782-3508

Salesman

JANE KIRTON

RANDY SIMMONS

BILL DUNCAN

Delivery Date

F.O.B. Point

Justification if not lowest bid:

Justification if not lowest bid:

Timothy Dibler

From: Kirton,Jane <jkirton@premiertruck.com>
Sent: Tuesday, July 12, 2016 3:58 PM
To: Timothy Dibler
Subject: Tires & Spec
Attachments: cityofshawneestatecontract2016.docx

Good afternoon Tim, Price based of the State Contract # SW035T

Base Price – 2017 Freightliner 108SD \$ 84,733.00

Options \$ 4,102.89

Total Price \$ 88,835.89

Approx. 60 Days for delivery from date of purchase order

Jane Kirton

Account Manager
Premier Truck Group Oklahoma City
5301 I-40 West
Oklahoma City, OK 73128-1211
Direct: 405.945.3577
Cell: 405.406.1483
jkirton@premiertruck.com

From: Kirton,Jane
Sent: Tuesday, July 12, 2016 1:47 PM
To: 'tdibler@shawneeok.org'
Subject: Tires & Spec

Good afternoon Tim, let me know what you think and I will finish up everything.

Jane Kirton

Account Manager

Premier Truck Group Oklahoma City
5301 I-40 West
Oklahoma City, OK 73128-1211
Direct: 405.945.3577
Cell: 405.406.1483
jkirton@premiertruck.com

From: Kirton, Jane
Sent: Monday, July 11, 2016 3:35 PM
To: tdibbler@shawneeok.org
Subject: Tires

Good afternoon Tim, What do you think about these tires?

093-1JD BF GOODRICH ST230 12R22.5 16 PLY RADIAL **FRONT TIRES**

094-1DK BF GOODRICH DR444 11R22.5 14 PLY RADIAL **REAR TIRES**

Jane Kirton

Account Manager
Premier Truck Group Oklahoma City
5301 I-40 West
Oklahoma City, OK 73128-1211
Direct: 405.945.3577
Cell: 405.406.1483
jkirton@premiertruck.com

Prepared for:
Damon Townsend
City Of Shawnee
111 South Kickapoo
PO Box 1448
Shawnee, OK 74802-1448
Phone: 405-273-1950

Prepared by:
Jane Kirton
THE AROUND THE CLOCK
FREIGHTLINER GROUP, LLC
5301 I-40 WEST
OKLAHOMA CITY, OK 73128
Phone: 405-945-3577

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-14D	SD PRL-14D (EFF:10/05/15)		
Data Version			
DRL-034	SPECPRO21 DATA RELEASE VER 034		
Vehicle Configuration			
001-176	108SD CONVENTIONAL CHASSIS	6,829	3,748
004-217	2017 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-001	TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-011	CONSTRUCTION SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-006	TERRAIN/DUTY: 10% (SOME) OF THE TIME, IN TRANSIT, IS SPENT ON NON-PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-003	MAINTAINED GRAVEL OR CRUSHED ROCK - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1A0	FREIGHTLINER SD VOCATIONAL WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 14600.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 54600.0 lbs		



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Data Code	Description	Weight Front	Weight Rear
ADJ-99D	GROSS VEHICLE WEIGHT ADJUSTMENT +/- : 0.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs		
Truck Service			
AA3-018	FRONT PLOW/END DUMP BODY		
Tractor Service			
AA2-005	FLATBED TRAILER		
AH6-001	SINGLE (1) TRAILER		
Engine			
101-2XM	CUM ISL 350 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM		
Electronic Parameters			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-007	PTO RPM WITH CRUISE RESUME SWITCH - 1100 RPM		
79S-006	PTO MODE CANCEL VEHICLE SPEED - 15 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
79V-001	ENABLE REGENERATION IN PTO MODE		
80G-002	PTO MINIMUM RPM - 700		
80J-001	REGEN INHIBIT SPEED THRESHOLD - 0 MPH		
Engine Equipment			
99C-016	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG17 BUT NOT FINAL GHG17 CONFIGURATION		
99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)		
PMT-998	NO 2013 ENGINE ESCALATOR		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		

Prepared for:
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OKLAHOMA CITY, OK 73128
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Data Code	Description	Weight Front	Weight Rear
292-098	(2) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 2250 CCA THREADED STUD BATTERIES		
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
293-061	POSITIVE LOAD DISCONNECT WITH CONTROL SWITCH WITH LOCKING PROVISION MOUNTED OUTSIDE OF CAB	2	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-007	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND DASH MOUNTED SINGLE REGENERATION REQUEST/INHIBIT SWITCH		
239-026	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK	-35	-10
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD(S)		
273-018	HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		



Prepared for:
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City Of Shawnee
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Shawnee, OK 74802-1448
Phone: 405-273-1950

Prepared by:
Jane Kirtan
THE AROUND THE CLOCK
FREIGHTLINER GROUP, LLC
5301 I-40 WEST
OKLAHOMA CITY, OK 73128
Phone: 405-945-3577

Data Code	Description	Weight Front	Weight Rear
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-028	1200 SQUARE INCH ALUMINUM RADIATOR		
103-036	ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
360-013	1350 ADAPTER FLANGE FOR FRONT PTO PROVISION	20	
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
---------	--

Transmission Equipment

343-314	ALLISON VOCATIONAL PACKAGE 146 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84F-000	ENHANCED CONVERTER LOAD RELEASE - DISABLED, AVAILABLE FOR ALL PRODUCT FAMILIES ONLY
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

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Data Code	Description	Weight Front	Weight Rear
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84L-000	LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-027	VEHICLE INTERFACE WIRING CONNECTOR WITH PDM AND NO BLUNT CUTS, AT END OF FRAME		
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
362-157	CUSTOMER INSTALLED MUNCIE CS20/CS24 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1A8	DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
402-049	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
403-002	NON-ASBESTOS FRONT BRAKE LINING
419-023	CONMET CAST IRON FRONT BRAKE DRUMS
409-021	SKF SCOTSEAL PLUS XL FRONT OIL SEALS
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES
405-007	BENDIX VERSAJUST AUTOMATIC FRONT SLACK ADJUSTERS
406-001	STANDARD KING PIN BUSHINGS

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Data Code	Description	Weight Front	Weight Rear
536-012	TRW TAS-85 POWER STEERING	40	
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE		
Front Suspension			
620-010	14,600# TAPERLEAF FRONT SUSPENSION	170	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-1K3	MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE		2,500
421-586	5.86 REAR AXLE RATIO		
424-003	IRON REAR AXLE CARRIER WITH OPTIONAL HEAVY DUTY AXLE HOUSING		40
386-076	MXL 17N MERITOR EXTENDED LUBE MAIN DRIVELINE WITH FULL ROUND YOKES	20	20
388-076	MXL 17N MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH FULL ROUND YOKES		
878-019	(1) INTERAXLE LOCK VALVE FOR TANDEM OR TRIDEM DRIVE AXLES		
87A-001	BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-019	ASPHALT SPREADER CLEARANCE REAR BRAKE GEOMETRY		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
440-021	SKF SCOTSEAL PLUS XL REAR OIL SEALS		
426-075	HALDEX GOLDSEAL LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		20
428-007	BENDIX VERSAJUST AUTOMATIC REAR SLACK ADJUSTERS		
41T-001	ORGANIC SAE 80/90 REAR AXLE LUBE		
42T-001	STANDARD REAR AXLE BREATHER(S)		
Rear Suspension			

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Data Code	Description	Weight Front	Weight Rear
622-1CJ	HENDRICKSON RT463 REAR SUSPENSION @ 46,000#		810
621-016	HENDRICKSON RT/RTE - 7.19" SADDLE		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
624-011	52 INCH AXLE SPACING		
628-005	STEEL BEAMS AND BRONZE CENTER BUSHINGS WITH BAR PIN ADJUSTABLE END CONNECTIONS		
623-005	FORE/AFT CONTROL RODS		
Brake System			
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-083	WABCO SS-1200 PLUS AIR DRYER WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-015	AIR DRYER FRAME MOUNTED		
460-001	STEEL AIR BRAKE RESERVOIRS		
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		
Trailer Connections			
914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS		
919-001	(1) ADDITIONAL AIR SWITCH WITH PLUMBING TO END OF FRAME	5	5
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		
297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		

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Data Code	Description	Weight Front	Weight Rear
Wheelbase & Frame			
545-480	4800MM (189 INCH) WHEELBASE		
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	230	-20
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	170	360
548-803	BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW		
552-030	1600MM (63 INCH) REAR FRAME OVERHANG		
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH		
549-016	24 INCH INTEGRAL FRONT FRAME EXTENSION WITH 0.25 INCH INSERT	325	-50
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 123.45 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 120.45 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 317.16		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 123.45 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 31.83 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 65.5 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER		30
Chassis Equipment			
556-1E5	14 INCH PAINTED STEEL BUMPER		
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
Fuel Tanks			
204-156	100 GALLON/378 LITER ALUMINUM FUEL TANK - LH	20	
218-006	25 INCH DIAMETER FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		

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	Data Code	Description	Weight Front	Weight Rear
	212-007	FUEL TANK(S) FORWARD		
	664-001	PLAIN STEP FINISH		
	205-001	FUEL TANK CAP(S)		
	122-076	ALLIANCE FUEL FILTER/WATER SEPARATOR WITH HEATED BOWL		
	216-020	EQUIFLO INBOARD FUEL SYSTEM		
	202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires				
	093-1JD	BF GOODRICH ST230 12R22.5 16 PLY RADIAL FRONT TIRES	22	
	094-1DK	BF GOODRICH DR444 11R22.5 14 PLY RADIAL REAR TIRES		64
Hubs				
	418-056	CONMET PRESET PLUS IRON FRONT HUBS		
	450-056	CONMET PRESET PLUS IRON REAR HUBS		
Wheels				
	502-579	MAXION WHEELS 10041 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
	505-524	MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS		
Cab Exterior				
	829-1A5	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
	650-008	AIR CAB MOUNTS		
	648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
	667-037	SHORT FENDER WITH MUDFLAP		
	678-001	LH AND RH GRAB HANDLES		
	645-002	BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL		
	646-042	STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS		
	65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
	644-004	FIBERGLASS HOOD		
	727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK		
	726-002	DUAL ELECTRIC HORNS		
	728-001	SINGLE HORN SHIELD		
	657-1CV	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME WITH (4) KEYS		

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Data Code	Description	Weight Front	Weight Rear
312-067	HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS		
302-001	(5) AMBER MARKER LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-003	MANUAL DOOR WINDOW REGULATORS		
663-013	TINTED WINDSHIELD		
659-007	8 LITER WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR		

Cab Interior

707-1AK	OPAL GRAY VINYL INTERIOR		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
720-003	5 LB. FIRE EXTINGUISHER	10	
714-001	FIRST AID KIT	2	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		
702-002	BINARY CONTROL, R-134A		



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Data Code	Description	Weight Front	Weight Rear
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-011	DOMED DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-1J3	BASIC HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-032	3 POINT FIXED D-RING RETRACTOR DRIVER AND PASSENGER SEAT BELTS		
532-001	FIXED STEERING COLUMN		
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
721-001	97 DB BACKUP ALARM		3
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		

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Data Code	Description	Weight Front	Weight Rear
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-001	OVERHEAD INSTRUMENT PANEL		
746-1B3	AM/FM/WB RADIO WITH BLUETOOTH AND MICROPHONE, FRONT USB PORT, FRONT AND REAR AUXILIARY INPUTS AND J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF	2	
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD		
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
329-015	ONE ON/OFF ROCKER SWITCH IN THE DASH WITH INDICATOR LIGHT AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT		
482-001	BW TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE	2	
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		

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Data Code	Description	Weight Front	Weight Rear
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

065-000 PAINT: ONE SOLID COLOR

Color

980-5F6 CAB COLOR A: L0006EB WHITE ELITE BC
986-020 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
98K-998 NO FUEL TANK CABINET PAINT
962-972 POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
966-972 POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
964-020 STANDARD BLACK BUMPER PAINT
963-003 STANDARD E COAT/UNDERCOATING

Certification / Compliance

996-001 U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight*	8021 lbs	7565 lbs	15586 lbs
Total Weight*	8021 lbs	7565 lbs	15586 lbs

Extended Warranty



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WAG-011 TOWING: 2 YEAR/UNLIMITED MILES/KM EXTENDED TOWING
COVERAGE \$550 CAP

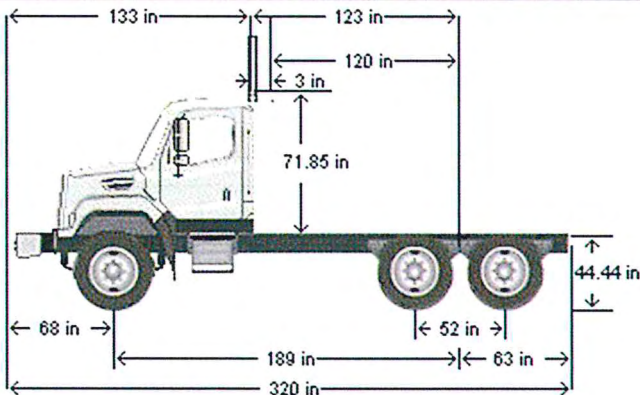
(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.



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DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Wheelbase (545)	4800MM (189 INCH) WHEELBASE
Rear Frame Overhang (552)	1600MM (63 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

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Dimensions	Inches
Bumper to Back of Cab (BBC)	133.3
Bumper to Centerline of Front Axle (BA)	67.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	123.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	120.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	1.5
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	186.4
Cab Height (CH)	71.9
Wheelbase (WB)	189.0
Frame Overhang (OH)	63.0
Overall Length (OAL)	319.7
Rear Axle Spacing	52.0
Unladen Frame Height at Centerline of Rear Axle	44.4

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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GVWR

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Cab Size (829)	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs)	14600.0
Expected Pusher Axle(s) Load (lbs)	0.0
Expected Rear Axle(s) Load (lbs)	40000.0
Expected Tag Axle(s) Load (lbs)	0.0
Expected GVW (lbs)	54600
Expected GCW (lbs)	80000.0
Front Axle (400)	DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620)	14,600# TAPERLEAF FRONT SUSPENSION
Front Hubs (418)	CONMET PRESET PLUS IRON FRONT HUBS
Front Disc Wheels (502)	MAXION WHEELS 10041 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS
Front Tires (093)	BF GOODRICH ST230 12R22.5 16 PLY RADIAL FRONT TIRES
Front Brakes (402)	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Steering Gear (536)	TRW TAS-85 POWER STEERING
Rear Axle (420)	MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE
Rear Suspension (622)	HENDRICKSON RT463 REAR SUSPENSION @ 46,000#
Rear Hubs (450)	CONMET PRESET PLUS IRON REAR HUBS
Rear Disc Wheels (505)	MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS
Rear Tires (094)	BF GOODRICH DR444 11R22.5 14 PLY RADIAL REAR TIRES
Rear Brakes (423)	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Pusher / Tag Axle (443)	NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626)	NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449)	NO PUSHER OR TAG HUBS
Pusher/Tag Disc Wheels (509)	NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095)	NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456)	NO PUSHER/TAG BRAKES

TABLE SUMMARY - GVWR

Prepared for:
Damon Townsend
City Of Shawnee
111 South Kickapoo
PO Box 1448
Shawnee, OK 74802-1448
Phone: 405-273-1950

Prepared by:
Jane Kirtan
THE AROUND THE CLOCK
FREIGHTLINER GROUP, LLC
5301 I-40 WEST
OKLAHOMA CITY, OK 73128
Phone: 405-945-3577

	Front	Rear 1	Rear 2
Axle Component Weight Ratings			
Axes	14700	20000	20000
Suspension	14600	23000	23000
Hubs	14700	26000	26000
Brakes	14700	26000	26000
Wheels	20000	29600	29600
Tires	14780	23360	23360
Power Steering	18000	N/A	N/A
GAWR (per axle)	14600	20000	20000
GAWR (per axle system)	14600		40000
Expected Load (per axle system)	14600		40000
Vehicle GVWR Summary			
Calculated GVWR	54600		
Expected GVWR	54600		
All weights displayed in pounds			

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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FRAME RBM

VEHICLE SPECIFICATIONS SUMMARY - FRAME RBM

Wheelbase (545) 4800MM (189 INCH) WHEELBASE
Frame Rails (546) 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI(546)
Yield Strength (psi) 120000
Section Modulus (per rail) (cu in)..... 16.979
RBM (per rail) (lbf-in)..... 2040000
Inner Frame Reinforcement (547)..... 1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT
Outer Frame Reinforcement (548) ..BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW

TABLE SUMMARY - FRAME RBM

Item	Description / Value
Wheelbase	4800MM (189 INCH) WHEELBASE
Frame	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
Inner Frame Reinforcement	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT
Outer Frame Reninforcement	BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLO
Yield Strength (psi)	120000
Section Modulus - per rail (cu. in.)	26.80
Frame RBM - per rail (lbf-in)	3217200

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FRAME SIDE SPACE

VEHICLE SPECIFICATIONS SUMMARY - FRAME SIDE SPACE

Wheelbase (545)	4800MM (189 INCH) WHEELBASE
Cab Size (829)	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE
Frame Side Space LH (in)	31.832
Frame Side Space RH (in)	65.505
Battery Box (290)	BATTERY BOX FRAME MOUNTED
Left-Hand Fuel Tank (204)	100 GALLON/378 LITER ALUMINUM FUEL TANK - LH
Left-Hand Auxiliary Fuel / Oil Tank(200)	NO LH AUXILIARY FUEL TANK
Right-Hand Fuel Tank (206)	NO RH FUEL TANK
Right-Hand Auxiliary Fuel / Oil Tank(201)	NO RH AUXILIARY FUEL TANK
Diesel Exhaust Fluid Tank(23U)	6 GALLON DIESEL EXHAUST FLUID TANK
Rear Fenders(583)	NO REAR QUARTER FENDERS
Hydraulic Tank (203)	NO HYDRAULIC OIL TANK

TABLE SUMMARY - FRAME SIDE SPACE

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Dimensions (Left Side)	Inches
Max CP - Maximum value of all Cab Protrusions	3.0
Bumper to chassis zero dimension	30.3
First front axle to chassis zero dimension	37.4
Bumper to Centerline of Front Axle (BA)	67.7
Wheelbase (WB)	189.0
Frame Overhang (OH)	63.0
Overall Length (OAL)	319.7
Length of Front Tire Unladen Radius (UR)	21.2
Length of Rear Tire Unladen Radius (UR)	21.0
Length Rear Axle Spacing factor	52.0
Pusher Axle Spacing	0.0
Length of Pusher Tire Unladen Radius (UR)	0.0
Frame Space Left Side	31.8
Side Step Left Side	0.0
Exhaust Left Side	0.0
Urea Tank Left Side	5.9
Battery Box Left Side	0.0
Fuel Tank Left Side	48.5
Hydraulic Tank Left Side	0.0
Aux1 Tank Left Side	0.0
Aux2 Tank Left Side	0.0
StoreBox1 Tank Left Side	0.0
StoreBox2 Tank Left Side	0.0
Frame Step Left Side	0.0
Fender Left Side	0.0
Other1 Left Side	15.2
Other2 Left Side	0.0
Adj Left Side	0.0

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Dimensions (Right Side)	Inches
Max CP - Maximum value of all Cab Protrusions	3.0
Bumper to chassis zero dimension	30.3
First front axle to chassis zero dimension	37.4
Bumper to Centerline of Front Axle (BA)	67.7
Wheelbase (WB)	189.0
Frame Overhang (OH)	63.0
Overall Length (OAL)	319.7
Length of Front Tire Unladen Radius (UR)	21.2
Length of Rear Tire Unladen Radius (UR)	21.0
Length Rear Axle Spacing factor	52.0
Pusher Axle Spacing	0.0
Length of Pusher Tire Unladen Radius (UR)	0.0
Frame Space Right Side	65.5
Side Step Right Side	0.0
Exhaust Right Side	35.9
Urea Tank Right Side	0.0
Battery Box Right Side	0.0
Fuel Tank Right Side	0.0
Hydraulic Tank Right Side	0.0
Aux1 Tank Right Side	0.0
Aux2 Tank Right Side	0.0
StoreBox1 Tank Right Side	0.0
StoreBox2 Tank Right Side	0.0
Frame Step Right Side	0.0
Fender Right Side	0.0
Other1 Right Side	0.0
Other2 Right Side	0.0
Adj Right Side	0.0

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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» Multiple lives



Size	Load Range	Catalog Number	Tread Depth 32nds	Max. Speed (1) mph	Loaded Radius		Overall Diameter		Overall Width (2)		Approved Wheels (Measuring wheel loaded tire)	Min. Dual Spacing (2)		Revs Per Mile	Max. Load Per Tire Single				Max. Load Per Tire Dual			
					in.	mm.	in.	mm.	in.	mm.		in.	mm.		in.	mm.	lbs.	psi	kg.	kPa	lbs.	psi

» Take control today at BFGoodrichTruckTires.com.



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SERIOUS GRIP

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RETREADABILITY COMES STANDARD

» Multiple lives



Application				
Position				

Size	Load Range	Catalog Number	Tread Depth 32nds	Max. Speed (1) mph	Loaded Radius		Overall Diameter		Overall Width (2)		Approved Wheels (Measuring wheel head first)	Min. Dual Spacing (2)		Revs Per Mile	Max. Load Per Tire Single				Max. Load Per Tire Dual			
					in.	mm.	in.	mm.	in.	mm.		in.	mm.		lbs.	psi	kg.	kPa	lbs.	psi	kg.	kPa

» Take control today at BFGoodrichTruckTires.com.



Timothy Dibler

From: Randy Simmons <rsimmons@brucknertruck.com>
Sent: Thursday, July 14, 2016 2:50 PM
To: Timothy Dibler
Subject: Chassis price

\$ 113,463.00 -- MACK

Thanks Randy Simmons
Sales Representative
Bruckner Truck Sales
405 2026924
rsimmons@brucknertruck.com

ORDER/CUSTOMER/VEHICLE INFORMATION

VEHICLE REGISTRATION	ALL 50 STATES
COMMERCIAL/MUNICIPAL	MUNICIPAL SERVICE
VEHICLE APPLICATION	HEAVY VOCATIONAL
MAX CARRIER RATING	90000 LB (40800 KG) GCW/GVW
VEHICLE TYPE	TRUCK
BODY TYPE/ON HWY APLN	SELECT AN APPLICATION
INNER CITY/FREQUENT TURN	SELECT AN APPLICATION
BODY TYPE/ON-OFF HWY APLN	DUMP
FILE STATUS	STOCK ORDER

BVS/FRT AXLE POS/SALES PACKAGES

BASE VEHICLE SPEC	GU703 R MACKTRAQ 2017A
FRONT AXLE POSITION	AXLE FORWARD
FRAME SECTION	STEEL- 9.5MM X 300 X 90
WHEELBASE	234"
PLATFORM	203"
FRAME REINF-INSIDE	STEEL - 5 MM FULL LENGTHOF

ENGINE/TRANSMISSION/CLUTCH

ENGINE	MP8-415C MACK
TRANSMISSION	HEAVY DUTY TMD12AO-HD MDRIVE
CLUTCH	MERITOR/SACHS SINGLE PLATE

ENGINE EQUIPMENT

AIR COMPRESSOR	MERITOR/WABCO 318 (18.7 CFM)
AIR CLEANER	11" SINGLE ELEMENT DONALDSON
INSIDE/OUTSIDE AIR INTAKE	INSIDE/OUTSIDE AIR INTAKE W/
ALTERNATOR	12V130A DELCO 24SI (130 AMP)
BATTERIES	3-12V MACK M/F 31
BUG SCREEN	RADIATOR MOUNTED
COOLANT PROTECTION	TO -34 DEG F
COOLANT CONDITIONR FILTER	FURN. MACK COOLANT CONDITIONER
COOLING PERFORMANCE	NARROW RADIATOR WITH LENGTH 3
DPF / SCR ORIENTATION	CLEARTECH HHS DPF
EXHAUST AFTER-TREAT. SYS	AFTER TREATMENT SYSTEM
ENGINE BRAKE	MACK ENGINE BRAKE
ENGINE HEATER	120V 1500 WATT ENGINE BLOCK
EXHAUST	NO MUFFLER, SINGLE (R/S)
VERT EXH-BRIGHT FINISH	SINGLE, HEAT SHIELD, STACK,
EXHAUST PIPING SHIELD	FURNISH STEEL PAINTED HEAT
FAN DRIVE	BEHR FAN & ELECTRONIC
FLYWHEEL HOUSING	ALUMINUM (LIGHTWEIGHT)
FUEL WATER SEPARATOR	MACK INTEGRAL INCLUDES MANUAL
RADIATOR & HEATER HOSES	MACK BRAND EPDM
STARTING SYSTEM	12 VOLT DELCO MTHD 39

TRANSMISSION EQUIPMENT/DRIVELINES

CLUTCH PEDAL	WITHOUT CLUTCH PEDAL
TRANSMISSION BELL HOUSING	ALUMINUM
OIL COOLER	OIL COOLER - M-DRIVE GEAR BOX
LUBE-TRANSMISSION	75W-90 SYNTHETIC LUBRICANT
MAIN DRIVESHAFT	DANA/SPICER SPL250XL
INTERAXLE DRIVESHAFT	DANA/SPICER SPL170XL

CAB (A THRU G)

AERO AIDS	W/O PROVISIONS FOR AERO AIDS
AIR CONDITIONER/HEATER	BLEND AIR HVAC
AUX LAMP PROVISIONS	DASH CTRL/PWR SUPPLY/LOCAL
CAB MODEL	CA68 CONV CAB , LH STEER
CAB MOUNTING REAR	AIR SUSPENDED
CERTIFIED CHASSIS WEIGHT	CUSTOMER GUARANTEED WEIGHT,
CIGAR LIGHTER	CIGAR LIGHTER
MISC ELECTRICAL SWITCHES	FURN (2) EXTRA DASH MTD ROCKER
CAB INTERIOR LIGHTING	(4) DOME LAMPS - DOOR & SWITCH
FENDER EXTENSIONS	FENDER EXT. W/ 18-23 FR AXLE
FIRE EXTINGUISHER	5LB (ABC RATED/AMEREX) MOUNTED
FLOOR COVERING	POLYURETHANE FLOOR MAT

GAUGE-ELECTRICAL SYSTEM	VOLTMETER
GAUGE CLUSTER	STANDARD PKG + ENGINE OIL TEMP
GAUGE-EXHAUST PYROMETER	GAUGE
GAUGE-FUEL LEVEL	ELECTRICAL SENDING UNIT MTD ON
GAUGES-UNIT OF MEASURE	U.S. UNITS (PREDOMINANT)
GAUGE-SPEEDOMETER/ODO.	ELECTRONIC W/ ODOMETER & TRIP
GAUGE-TRANS.OIL TEMP.	TRANSMISSION GAUGE(S)
GEAR SHIFT	MDRIVE-PREMIUM
GLASS	TINTED WINDSHIELD,SIDE WINDOWS
GRAB HANDLES	BRT FIN EXTERIOR CAB GRAB
HOOD AIR INTAKE GRILLE	BRIGHT FINISH GRILLE
CAB (H THRU R)	
GRILLE	GRILL MTD BRIGHT FINISH BARS
GUARDDOG MAINT.MONITORING	GUARDDOG ROUTINE MAINTENANCE
HEADLINER	VINYL COVERED FOAM PADDED
HOOD	DCPD MATERIAL-TILTABLE
HOOD LATCHES	BLACK FINISH
HOOD INSULATION	FURNISH HOOD INSULATION
AIR HORN	MACK-2-RECT SINGLE TRUMPET
ELECTRIC HORN	SINGLE TONE (1 HORN)
MARKER & CLEARANCE LAMPS	ROOF LIGHT, NON SPECIFIED
INSTMNT CLUSTER DISPLAY	CO-PILOT DRVR DISP ENHANCED
DASH PANEL OPTION	FURNISH WOOD GRAIN DASH
INTERIOR TRIM PACKAGE	PEDIGREE SANDSTONE
DOOR & IGNITION KEYS	CHASSIS KEYED AT RANDOM-2 KEYS
WEST COAST MIRRORS	AERODYNAMIC MOTO MIRROR PKG.
CONVEX MIRROR	BRIGHT FINISH (LH&RH) 8.0"DIA.
FRONT MUD FLAPS	BLACK POLYARMOUR
CAB POWER OUTLETS	TWO 12V AUX POWER OUTLETS-
RADIO	RADIO AM/FM, CD, MP3, WEATHER
RADIO ANTENNA	CAB MOUNTED BEHIND LH DOOR
POWER LEADS	5 WAY BINDING POST (FOR CB)
CB ANTENNA	MIRROR MOUNTED ANTENNA FOR
C B RADIO MOUNTING	STRAP TYPE (TOP OF DASH)
REAR WINDOW	FIXED
REFLECTOR KIT	W/O SLPR.BOX;FURN.REFLECTOR
CAB (S THRU Z)	
DRIVER'S SEAT	AIR-BOSTROM TALLADEGA 915 WIDE
RIDER'S SEAT	FIXED-MACK (MID-BACK)
SEAT MOUNTED ARMREST	FURNISH DRIVERS SEAT WITH
SEAT COVERING	CLOTH & VINYL
SEAT BELT(S)	LAP & SHOULDER (BOTH SEATS)
SEAT BELT RETRACTOR(S)	DRIVER'S & RIDER'S SEAT
STARTER SWITCH	KEY TYPE
STEERING COLUMN	ADJUSTABLE TILT TELESCOPE
STEERING WHEEL	2 SPOKE URETHANE GRIP,
REAR WALL STORAGE	REAR STORAGE POUCH
EXTERIOR SUN VISOR	STAINLESS STEEL #149QS511M;
INTERIOR SUN VISOR	BOTH SIDES
TURN SIGNALS	SELF CANCELLING TURN SIGNALS
PEEP WINDOW/VENT	R.H.DOOR W/ PEEP WINDOW
WINDOW & LOCK OPERATION	POWER W/DOOR LOCK (LH&RH)-ELEC
WINDSHIELD WASHER	WASHER BOTTLE INSTALED BOC
WINDSHIELD WIPERS	TWO SPEED ELECTRIC MOTOR
SLEEPER BOX	
SLEEPER BOX	W/O SLEEPER BOX
COMMUNICATION SYSTEM	
FRAME EQUIPMENT/FUEL TANKS	
FRONT BUMPER	EXTENDED-SWEPT BACK-STEEL
CROSSMEMBERS	BOC AND INTERMEDIATE(S)= STEEL
XMBRS BEHIND REAR AXLE	W/O XMBRS BEHIND REAR
FRONT MUD FLAPS	BLACK POLYARMOUR
FRONT FRAME EXTENSION	20"FOR SNOW PLOW MOUNT(CONT'

FRONT TOW DEVICE	HOOKS
FUEL TANK L.H.	88 GAL ALUM (333 LITERS)
FUEL TANK(S)RH.	66 GAL.ALUM (250 LITERS)
FUEL LINE MATERIAL	BRAIDED HOSE
FUEL LINES	DUAL DRAW & RETURN
FRONT AXLE/EQUIPMENT/TIRES	
FRONT AXLE	FXL18 MACK 18000LB (8200KG)
FRONT AXLE TIRES	315/80R22.5 L BRIDGESTONE M860A
FRONT RIM/WHEEL	22.5 X 9.0 ALUM DISC LEVEL ONE
FRONT WHEEL TYPE	ALUM. DISC
FRONT DISC WHEELS:POLISH	ALCOA ALL WHEELS FINISH,
FRONT HUB MATERIAL	FERROUS
FRONT AXLE BRAKES	BENDIX ES165-06D
FRONT BRAKE DRUMS/ROTORS	DISC WHEEL-OUTBOARD CAST DRUM
FRONT BRAKE LINING	BENDIX EES-600
FRONT WHEEL SEALS	FAG SCHAEFFLER, FRONT
FRONT SHOCK ABSORBERS	DOUBLE ACTING TYPE
FRONT SLACK ADJUSTER	HALDEX AUTOMATIC
FRONT SUSPENSION	18,000 LB TAPERLEAF
STEERING	SD110 SHEPPARD
REAR AXLE/EQUIPMENT/TIRES/RATIOS	
TANDEM REAR AXLE	S440 44000LB-MACK
TANDEM REAR SUSPENSION	SS440 -MACK MULTILEAF
REAR AXLE TIRES	11R24.5 G BRIDGESTONE M726EL (DRIVE ONLY)
REAR AXLE CARRIER	CRDP150/151
CARRIER HOUSING MATERIAL	MALLEABLE
REAR AXLE CARRIER RATIO	3.40
REAR RIM/WHEEL	24.5X 8.25 STEEL DISC 11.25BC
REAR WHEEL TYPE	STEEL DISC
REAR AXLE HUB MATERIAL	IRON PRESET HUB,DRIVE, WITH
REAR AXLE BRAKES	BENDIX ES165-07D
REAR BRAKE DRUMS/ROTORS	DISC WHEEL OUTBOARD CAST DRUMS
REAR BRAKE LINING	BENDIX EES-600 BRAKE
REAR AXLE WHEEL SEALS	PREMIUM HUB OIL SEAL, REAR
POWER DIVIDER LOCKOUT	IN CAB MANUAL AIR VALVE
REAR SLACK ADJUSTER	HALDEX AUTOMATIC
REAR AXLE SPACING	50"
ANTI-SWAY SPRINGS	FURNISH W/ TANDEM REAR AXLE
AUX SPRING BRAKE QTY	4 CHAMBERS
REAR BRAKE CHAMBER VENDOR	MGM MODEL TR-T; TAMPER-
REAR BRAKE CHAMBER SIZE	30/30 TYPE
TRANSVERSE TORQUE ROD	REAR-REAR AXLE ONLY
INTERWHEEL/DIFERENTL.OPTS	DRVR CONT INTR WHEEL DIFF
TRUNNION BUSHING	BRONZE
FRAME/WHEELBASE/PLATFORM	
FRAME SECTION	STEEL- 9.5MM X 300 X 90
WHEELBASE	234"
PLATFORM	203"
FRAME REINF-INSIDE	STEEL - 5 MM FULL LENGTHOF
AIR BRAKE SYSTEM/TRAILER CONNECTIONS	
AIR SYSTEM VALVE/VENDOR	BENDIX VALVES
AIR DRYER	MERITOR/WABCO AIR DRYER,1200P
AIR RESERVOIR	STEEL
ANTI-LOCK BRAKE SYSTEM	BENDIX ABS / ATC WITH MUD/SNOW
PARKING BRAKE CONTROL	SINGLE VALVE SYSTEM
GLAD HAND COUPLINGS	W/O GLAD HAND COUPLINGS
HAND CONTROL VALVE	REAR SVC
SPRING BRK INVERSION VALV	FOR TRACTOR APPLICATIONS
ELECTRICAL	
BACKUP ALARM	ECCO BACK-UP ALARM 575
BATTERY BOX COVER	POLISHED ALUMINUM
BATTERY BOX & MTG	1 BATTERY BOX L.H. RAIL
BATTERY DISCONNECT SWITCH	FLAMING RIVER BIG SWITCH

GU713

GSO:051419
Model Year:2017

Chassis Specifications

Chassis:033877

DAYTIME RUNNING LIGHTS	PARK BRAKE SET(ENGAGED) & ENG
CIRCUIT PROTECTION PACKGE	ALL CIRCUTS FUSE/BREAKER
BODY BUILDER INTERFACE	BODY LINK III W/ CAB PASS-THRU
EMERGENCY STARTING RECEPT	EMERGENCY START STUDS, BATTERY
HEADLAMPS	HALOGEN-FLUSH
AUX LAMP PROVISIONS	DASH CTRL/PWR SUPPLY/LOCAL
PAINT/VINYL STRIPING	
PAINT/VINYL DESIGN	SINGLE COLOR W/OUT DESIGN
PAINT:COLOR-AREA A	MACK WHITE
UNCHARTED/CHARTED COLORS	NO ADDITIONAL CHARGE
CAB/HOOD PAINT SYSTEM	POLY THROUGH COAT
PAINT:CHASSIS RUNING GEAR	MACK BLACK
PREFINISHED RR WHLS/RIMS	PREFINISHED POWDER COAT WHITE
PTO/SPECIALTY/ADDITIONAL EQUIPMENT	
PTO CONTROL	M-DRIVE SINGLE PTO PREP KIT W/
DEALER INFORMATION	
PERFORMANCE/GRAPHICS/TECH DATA	
EHT SINGLE SPEED CONTROL	FURNISH EHT SINGLE SPEED
SHUTDOWN-ENG.OIL PRESSURE	FURN ENG OIL PRESSURE SHUTDOWN
SHUTDOWN-ENG.COOLANT TEMP	FURN ENG COOLANT TEMP SHUTDOWN
ENG /OIL TEMP SHUTDOWN	ENABLED
GOVERNOR TYPE	MIN-MAX/AUTOMOTIVE GOVERNOR
IDLE COOLDOWN	ENABLE IDLE COOLDOWN
IDLE SHUTDOWN	ENABLE V-MAC IDLE SHUTDOWN
IDLE S/D OVERRIDE W/PTO	FURNISH IDLE SHUTDOWN OVERRIDE
IDLE S/D IF POWER>THRSHLD	ENABLE IDLE SHUTDOWN REGARD-
DATAMAX MAINT MONITOR	ENABLED
CRUISE CONTROL	VMAC CRUISE CONTROL
OVERALL WIDTH	EXCEEDS 96" OVERALL
BULLDOG PROTECTION PLANS	

EXTRAS:

CHASSIS LIST:	\$201757	OPTIONS LIST:	\$24850	SURCHARGE:	\$0	PRICE BOOK	2017A
						LEVEL:	

IMPORTANT: All specifications are subject to change. Dollars are US dollars.

Regular Board of Commissioners

1. c. 3.

Meeting Date: 08/01/2016

Req Truck Body & Bed

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Truck body and bed from Total Truck & Trailer in the amount of \$32,667.00; and

Attachments

Req Truck Body & Bed



MEMORANDUM

To: John Krywicki, City Engineer
From: Tim Dibler, Street Superintendent
Date: 7/22/2016
Re: Street Dept. Purchase Request

Request permission to purchase a Dump Body for the new Tandem that also has been requested. This would come out of 2016/2017 Capitol Fund and purchased from Total Truck & Trailer. The Dump Bed price is \$32,667.00.

The Dump Body & the new Tandem are 2 separate purchases but will be one unit.

3 bids were requested and received. Below is a list of additional bids.

Southwest Trailer-\$32,673.00
Grand Truck Equipment Co.-\$34,140.00

Thanks
Tim Dibler
Street Superintendent

City of Shawnee

Tabulation of Quotes

Date: _____
Name: _____

Check Vendor To Use
On Requisition

☒ Vendor☐ Vendor☐ Vendor

TOTAL TRUCK & TRAILER

SOUTHWEST TRAILER

GRAND TRUCK EQUIP CO

Valuation: Items from \$100.00 to \$7,499.00

Expenditure

Account Number

Phone Number

405-664-5570

405-943-9851

918-782-1011

Salesman

CHIP HERRING

KURT SCHROEDER

PHIL CARROTT

Delivery Date

F.O.B. Point

[illegible]

Justification if not lowest bid:



Southwest Trailers & Equipment
 10400 West Reno
 Oklahoma City, OK 73127
 Phone: (405) 943-9851 / (800) 375-6307
 Fax: (405) 488-1904 Kurt Olson
 Fax: (405) 488-1906 Kurt Schroeder
kolson@swtrailer.com or
kschroeder@swtrailer.com
www.swtrailer.com

QUOTATION

Quote ID: KS01320

Page 1 of 3

Customer: SHAWNEE*CITY OF
 9 TH & BROADWAY
 SHAWNEE OK 74802-1448

Quote Number: KS01320
 Quote Date: 7/6/2016
 Quote valid until: 8/5/2016

Contact: Tim Dibbler
 Phone: (405) 273-1250
 Fax: (405) 878-1581
 Email:

Salesperson: KURT SCHROEDER

Dump BODY

QUANTITY	PART NUMBER	DESCRIPTION	LIST PRICE	AMOUNT
1 EA		STATE CONTRACT, SW106 **EXPIRES NOVEMBER 15TH, 2016**	\$54,455.00	\$54,455.00
1 EA	SW-25101601 / 09110	FURNISH AND INSTALL GODWIN DUMP BODY, 500T W/63120 HOIST 10/12 CU YD, 15 FEET, 84" INSIDE WIDTH, 96" OUTSIDE WIDTH, 50" HEAD, 41" TAILGATE, 36" SIDES, 10 GAUGE HI- TENSILE STEEL SIDES, & TAILGATE FLOOR RADIUS 2", 3/16" HI-TENSILE; REAR CORNER POST 10" FULL DEPTH, BOXED TOP RAIL, SCREW TYPE REFLECTORS (STICK ON NOT ACCEPTABLE) TAILGATE DOUBLE ACTING, SIDE BOARD EXTENSIONS 6" CHANNEL MUD FLAPS, STEP LOCATED AT REAR CURBSIDE BODY BETWEEN BOLSTER TARP TIE DOWN 5/8" REINFORCING BAR 3" HIGH FROM EXTREME TOP OUTER EDGE OF RUB RAIL, BODY UP LIGHT, BACK UP ALARM, 1/2 CAB SHIELD OVER TRUCK CAB SAFETY STRUT, BODY UP LIGHT, BACK UP ALARM HOIST FD63120, STROKE 120", 1ST SLEEVE 6", 2ND 6" 3RD 4", BASE TUBE 7", BLEEDER VALVE AT TOP SLEEVE NO HYDRAULICS (SEE SPECIAL HYDRAULICS) PAINT ONE COLOR		
1 EA	SW-25172802 / 09114	FURNISH AND INSTALL PER STATE CONTRACT SPECIAL HYDRAULIC SYSTEM WITH FRONT MOUNTED PUMP, SOLENOID OPERATED VALVES, FOR DUMP, SPREADER AND SNOWPLOW MULTIPLEX CONTROLLED THROUGH POWER & GROUND FOR ELECTRIC FUNCTIONS CONTROL CONSOLE, SOFT TOUCH KEY SWITCH FOR DUMP AND SNOWPLOW, SPREADER CONTROL WILL BE A 10 POSITION SPREADER ON AND OFF SWITCH, AND BLAST BUTTON SPREADER TO HAVE QUICK DISCONNECTS AT REAR. STANDARD PUMP WILL BE A CONTINUOUS OPERATING GEAR PUMP		



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QUOTATION

Quote ID: KS01320

Page 2 of 3

QUANTITY	PART NUMBER	DESCRIPTION	LIST PRICE	AMOUNT
		MOUNTED TO CRANKSHAFT WITH A 1310 SERIES DRIVE LINE. HYDRAULIC GAUGES IN VALVE CABINET HYDRAULIC OIL FILTER TOP MOUNTED IN TANK, W/ WARNING LIGHT FOR FILTER & LOW OIL ON BRACKET IN CAB **** GROUND SPEED & MICROPROCESSOR CONTROL, PLOW POWER UP & DOWN, PLOW POWER ANGLE (RIGHT & LEFT), VALVE LOAD SENSING INCLUDED, PUMP BYPASS VALVE W/LEVEL SENSOR **** MUNCIE-MP2		
1 EA	SW-25101601 / 09102	FURNISH AND INSTALL 8" EXT PAN WELD ON ONLY		
1 EA	SW-25101601 / 09103	FURNISH AND INSTALL TARPING DEVICE, ELECTRIC OPERATED SPRING LOADED, ROLLUP TYPE FRONT TO REAR WITH STANDARD NYLON (MESH) TARP		
1 EA	SW-25101601 / 09104	FURNISH AND INSTALL PREMIER MODEL 2200 PINTLE HOOK HORIZONTAL PULL CAPACITY: 100,000 LBS. TONGUE WEIGHT CAPACITY: 20,000 LBS. LATCH CAPACITY: 60,000 LBS. MAXIMUM EYE X-SECTION: 1-13/16" MINIMUM EYE OPENING: 2" 1" STEEL PLATE W/SIDE REINFORCEMENTS WELDED TO REAR FRAME AIR SERVICE AND EMERGENCY LINES MOUNTED IN PLATE 7 WAY LIGHT BASE SAFETY HOLDERS FOR CHAINS INSTALLED F. O. B. OKLAHOMA CITY.		
1 EA	SW-25101601 / 09113	FURNISH AND INSTALL AIR OPERATED TAILGATE		
1 EA	SW-25101601 / 09107	FURNISH AND INSTALL 8 WHELEN LED (SELF STROBING) LINEAR STROBES YOUR CHOSE OF COLOR (AMBER, WHITE, OR BLUE) ALL THE SAME OR MIX A Whelen OKDOTSY1 System consisting of eight (8) 500 series split Super-LED Lightheads, Deutsch connectors, and grommet kit shall be provided. The 500 series Super-LED shall be ½ Blue & ½ Clear. The lightheads shall utilize a SmartLED® design, allowing the user too alternately or simultaneous flash each color segment (3X3) in any of the five Scan-Lock flash patterns in Phase 1 & Phase 2. The "synch" interconnect wire allows up to eight lightheads being synchronized together. The unit shall have epoxy encapsulated electronics providing a vibration and moisture free performance. The lighthead shall utilize: a vacuum metalized reflector, and optic collimator. Four of the eight		



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 Fax: (405) 488-1906 Kurt Schroeder
kolson@swtrailer.com or
kschroeder@swtrailer.com
www.swtrailer.com

QUOTATION

Quote ID: KS01320

Page 3 of 3

QUANTITY	PART NUMBER	DESCRIPTION	LIST PRICE	AMOUNT
		lightheads being mounted vertically shall come complete with a vertical optic polycarbonate clear lens. For ease of replacement, all lightheads shall be plugged identically. Lightheads that do not utilize Linear-LED® technology are not acceptable.		

Quote Total:	\$54,455.00
40.00 % Discount off List:	(\$21,782.00)
Sales Tax:	\$0.00
Total Due:	\$32,673.00

The following options may be added:

QUANTITY	PART NUMBER	DESCRIPTION	LIST PRICE	AMOUNT	ADD TO QUOTE
					Yes / No

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	

- ♦ Labor and installation is included in all pricing if stated in verbiage.
- ♦ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ♦ Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis

Notes:



Quote

Date	Quote #
7/18/2016	11375

TOTAL TRUCK & TRAILER, LLC

Mailing address:
P.O. Box 720660
Norman, OK 73070

Shipping address:
4200 S. Harvey Ave.
Newcastle, OK 73065

Name / Address

City of Shawnee
PO Box 1448
Shawnee, OK 74802

Rep

RSH

Item	Description	Qty	Rate	Total
TTT	Dump Body Package (State Contract)	1	13,590.00	13,590.00
TTT	Henderson 15' dump body with 36" sides and crossmember less design	1	1,100.00	1,100.00
TTT	Electric tarp system installed	1	545.00	545.00
TTT	Asphalt apron installed	1	398.00	398.00
TTT	Air locking tailgate installed	1	1,158.00	1,158.00
TTT	Strobe light system installed	1	12,676.00	12,676.00
TTT	Central hydraulic system to operate dump bed, plow and spreader installed	1		
LABOR	To install dump body	42	76.19048	3,200.00
			Subtotal	\$32,667.00
			Sales Tax (0.0%)	\$0.00
			Total	\$32,667.00

Grand Truck Equipment Co, LLC

451527 Sparrow Hawk Circle, Afton, OK 74331 – Fax 918.782.1011

Cell 816.665.3394 - Email pcarrott@gmail.com

QUOTATION

July 19, 2016

TO: City of Shawnee
P. O. Box 1448
Shawnee, OK 74802

From: Phil Carrott

RE: Henderson Dump Body Package

Henderson Mark E – 15' dump body	\$13,800.00
Cross memberless understructure	
8" Long sills	
36" high sides	
Electric tarp installed	\$ 1,280.00
Asphalt lip installed	\$ 565.00
Air lock tailgate	\$ 400.00
Strobe lights	\$ 1,195.00
Central hydraulic system, Dump, Plow & Spreader installed	\$13,500.00
Installation	\$ 3,400.00
 TOTAL FOB: Springdale, AR	 \$34,140.00

TERMS: Due on Delivery

TAXES: Subject to Oklahoma Taxes

Accepted by:

PO#

Please fax to Phil Carrott, 918-782-1011

Terms: Credit card or COD

Regular Board of Commissioners

1. c. 4.

Meeting Date: 08/01/2016

Req 1-ton trucks

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Two (2) 2017 1-ton trucks with dump bed from Joe Cooper Ford in the amount of \$35,841.00 each.

Attachments

Req 1-ton trucks



MEMORANDUM

To: John Krywicki, City Engineer
From: Tim Dibler, Street Superintendent
Date: 7/22/2016
Re: Street Dept. Purchase Request

Request to purchase two (2) 2017 Super Duty 1 ton trucks with dump bed out of 2016/2017 Capitol Funds from Joe Cooper Ford. Trucks can be purchased for \$35,841.00 each, making the total cost \$71,682.00.

3 bids were requested and received. Below is a list of additional bids.

Bob Hurley Ford-\$37,653.00 each-\$75,306.00 total
David Stanley Chevy-\$41,559.00 each-\$83,118.00

Thanks
Tim Dibler
Street Superintendent

City of Shawnee

Tabulation of Quotes

Date: _____ Check Vendor To Use
Name: _____ On Requisition

☐ Vendor☐ Vendor☒ Vendor

BOB HARLEY FORN

DAVID STANLEY CHEV

JOE COOPER	FORD
------------	------

Valuation: Items from \$100.00 to\$7,499.00

Expenditure

Account Number

Phone Number

405-239-2700

405-604-1093

405-273-7701

Salesman

KENNY DAVIS

COLE HARRIS

BOB SURFACE

Delivery Date

2017

2016

F.O.B. Point

Quan	Unit	Stock # - Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
2		1 TON Dump TRUCK	37,653. ⁰⁰	75,306. ⁰⁰	41,559. ⁰⁰	83,118 ⁰⁰	35,841. ⁰⁰	71,682 ⁰⁰
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				-		-		-
Freight/Shipping /Handling Charges								
Total			37,653. ⁰⁰	75,306. ⁰⁰	41,559 ⁰⁰	83,118 ⁰⁰	34,691. ⁰⁰	69,382 ⁰⁰

Justification if not lowest bid:

=> JOE COOPER FORD IN SHAWNER-BOBQ 4052653201

Dealer: F52638

2017 F-SERIES SD

Page: 1 of 1

Order No: 1000 Priority: J3 Ord FIN: QD247 Order Type: 5B Price Level: 725

Ord PEP: 640A Cust/Flt Name: CITY OF SHAWN

PO Number:

RETAIL

RETAIL

F3G F350 4X2 CHAS/C \$34610

JOB #1 BUILD

169" WHEELBASE

65Z AFT AXLE TANK NC

Z1 OXFORD WHITE

SP DLR ACCT ADJ

A VNYL 40/20/40

SP FLT ACCT CR

S MEDIUM EARTH GR

FUEL CHARGE

640A PREF EQUIP PKG

B4A NET INV FLT OPT NC

.XL TRIM

DEST AND DELIV 1195

572 .AIR CONDITIONER NC

TOTAL BASE AND OPTIONS 35805

.AM/FM STER/CLK

TOTAL 35805

996 6.2L EFI V8 ENG NC

THIS IS NOT AN INVOICE

44P 6-SPD AUTOMATIC NC

TBK .LT245 BSW AS 17 NC

X37 3.73 REG AXLE NC

14000# GVWR PKG

425 50 STATE EMISS NC

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC07288

TOTAL WITH Dump BED - \$35,841.00 EA
TOTAL (2) = \$71,682.00

Timothy Dibler

From: copcars@bobhurleyford.com
Sent: Wednesday, July 06, 2016 1:07 PM
To: Timothy Dibler
Subject: [Fwd: Revised Truck Quote]

Tim:

As we discussed, the 2017 Ford Super Duty trucks are an all-new platform, and required a hefty increase over the 2016's. The State wouldn't negotiate with Ford to adjust pricing on a 2016 to 2017 rollover. Ford is maintaining the same price concession as the 2016's if the customer will accept the price difference. The price difference for this truck is \$1,256. Total price for the chassis would be \$25,370. The bed price remains the same.

Thanks -

Kenny - 239-2700

----- Original Message -----

Subject: Revised Truck Quote
From: copcars@bobhurleyford.com
Date: Tue, January 19, 2016 1:31 pm
To: tdibler@shawneeok.org

Tim -

Here's the info you requested for the 2016 Ford F350 Regular Cab & Chassis 4X2:

Includes 6.2L V8, 6 speed auto trans, 60" CA, am/fm, and vinyl seats.

Chassis: \$ 25,370.⁰⁰

11 X 96 Dump Body, 14" sides, hinged gate, bulkhead, 4" crossmembers on 12" centers, Omaha Scissor Lift, OKODOT lighting package (8 LED's), and four corner hideaway LED's

Dump Bed, Lights, & Installation: \$12,283.00

Let me know if you need further information -

Kenny Davis
Bob Hurley Ford

EACH TRUCK - 37,653.⁰⁰ X 2
TOTAL - 73,306.⁰⁰

Timothy Dibler

From: Cole Harris <Colecares@dealer-care.com>
Sent: Thursday, July 21, 2016 10:03 AM
To: Timothy Dibler
Subject: David Stanley Chevrolet Of Norman

Please add Colecares@dealer-care.com to your address book to ensure that our emails reach your inbox.
To no longer receive our emails, [Click Here to Unsubscribe](#).

Hello Tim,

2016

The price of the truck with the bed installed is going to be \$41,559.00. Please give me a call when you would like to move forward with the deal. Thank you for the inquiry and have a great day!

Sincerely,

Cole Harris-New Car Internet Manager

405-604-1093

Regular Board of Commissioners

1. d.

Meeting Date: 08/01/2016

Perf Bonds Shawnee Auto Mall

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of performance bonds associated with the final plat of Shawnee Auto Mall, guaranteeing completion of all required improvements.

Attachments

Shawnee Auto Mall Perf Bonds

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 674025733

AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address):

T.J. Campbell Construction Company
6900 S. Sunnyslane Road
Oklahoma City, OK 73135

OWNER (Name and Address):

Cooper Family Ventures of Shawnee
32 NW 144th Circle, Suite A
Edmond, OK 73013

SURETY (Name and Principal Place of Business):

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

CONSTRUCTION CONTRACT

Date:

Amount: \$581,086.90

Five Hundred Eighty One Thousand Eighty Six Dollars and 90/100

Description (Name and Location): Paving, Grading and Storm Utilities for Shawnee Auto Mall Addition

BOND

Date (Not earlier than Construction Contract Date): June 20, 2016

Amount: \$581,086.90

Five Hundred Eighty One Thousand Eighty Six Dollars and 90/100

Modifications to this Bond:

☒ None

☐ See Page 3

CONTRACTOR AS PRINCIPAL

Company:

T.J. Campbell Construction Company

(Corporate Seal)

T.J. Campbell Construction Company

SURETY

Company:

Liberty Mutual Insurance Company

(Corporate Seal)

Signature:

Name and Title: DEWIER SAXTON V.P.

Signature:

Name and Title: Desiree E. Westmoreland

Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

IMA, Inc.

PO Box 2992

Wichita, KS 67201

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Huitt-Zollars

2832 West Wilshire Blvd.

Oklahoma City, OK 73116

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 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen 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 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 twenty 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 the 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 bids 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:

.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

.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 fifteen 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 shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 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.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 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.

12 DEFINITIONS

12.1 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 Con-

tractor 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.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 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.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____

(Corporate Seal)

SURETY
Company: _____

(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 674025733

AIA Document A312

Payment Bond

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

CONTRACTOR (Name and Address):

T.J. Campbell Construction Company
6900 S. Sunnylane Road
Oklahoma City, OK 73135

SURETY (Name and Principal Place of Business):

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER (Name and Address):

Cooper Family Ventures of Shawnee
32 NW 144th Circle, Suite A
Edmond, OK 73013

CONSTRUCTION CONTRACT

Date: _____
Amount: \$581,086.90 Five Hundred Eighty One Thousand Eighty Six Dollars and 90/100
Description (Name and Location): Paving, Grading and Storm Utilities for Shawnee Auto Mall Addition

BOND

Date (Not earlier than Construction Contract Date): June 20, 2016
Amount: \$581,086.90 Five Hundred Eighty One Thousand Eighty Six Dollars and 90/100
Modifications to this Bond: ☐ None ☒ See Page 6

CONTRACTOR AS PRINCIPAL

Company: _____
T.J. Campbell Construction Company



Signature: _____
Name and Title: DENVER SAXTON Y.P.

SURETY

Company: _____ (Corporate Seal)
Liberty Mutual Insurance Company

Signature: _____
Name and Title: Desiree E. Westmoreland
Attorney-in-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

IMA, Inc.
PO Box 2992
Wichita, KS 67201

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Huitt-Zollars
2832 West Wilshire Blvd.
Oklahoma City, OK 73116

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 and tendered defense of such 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:

.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

.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

.3 Not having been paid within the above 30 days, have sent a written 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 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 shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 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.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located 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.

12 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.

13 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.

14 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.

15 DEFINITIONS

15.1 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.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

SEE ATTACHED MODIFICATION

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

RIDER AMENDING PAYMENT BOND

This rider is to be attached to and form a part of surety bond number 674025733, dated the 20th day of June, 2016 executed by **Liberty Mutual Insurance Company**, a Massachusetts stock insurance company, as surety (the "Surety"), on behalf of T.J. Campbell Construction Company as Principal (the "Principal"), in favor of Cooper Family Ventures of Shawnee as Obligor (the "Obligor").

WHEREAS, the Principal has by written agreement dated the _____ day of _____ entered into a contract (the "Contract") with the Obligor for: Paving, Grading and Storm Utilities for Shawnee Auto Mall Addition

WHEREAS, upon the request of the Principal and Obligor, the attached bond is hereby amended as follows:

1. Paragraphs 4.1 and 4.2.3 are amended by adding at the end of each paragraph "...and furnished to Surety an explanation of the claim and copies of documents on which the Claimant relies to support the claim."
2. Paragraph 5 is replaced with the following:

If a notice required by paragraph 4 is given by the Owner to the Contractor and to the Surety, that is sufficient compliance.
3. Paragraph 6 is replaced with the following:

When the Claimant has satisfied the conditions of paragraph 4 and has submitted any additional supporting documentation, and any sworn proof of claim, requested by the Surety, the Surety shall, within a reasonable period of time, which shall not be less than 45 days, respond to the Claimant and offer to pay or arrange for payment of any undisputed amount; provided, however, that the failure of the Surety to fully and/or timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or part of a claim shall not be deemed an admission of liability by the Surety or otherwise constitute a waiver of any rights or defenses the Contractor and/or Surety may have or acquire as to such claim, including, without limitation, any right to dispute such claim. In no event shall the Surety's liability to any Claimant under this Bond exceed the sum properly due such claimant.

This change is effective as of the effective execution date of the Bond to which it is attached.

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

IN WITNESS WHEREOF, said Principal and Surety have caused these presents to be duly signed and sealed on the 20th day of June, 2016.

T.J. Campbell Construction Company
(Principal)

By: [Signature]
Title: VICE PRESIDENT
Date: 6/21/16



LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By: [Signature]
Title: Attorney-In-Fact Desiree E. Westmoreland (Seal)
Date: June 20, 2016

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7357094

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bret S. Burton; David B. McKinney; Desiree E. Westmoreland; Kathleen A. Snyder; Tim H. Heffel; Timothy C. Smith

all of the city of Wichita, state of KS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of May, 2016.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 6th day of May, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20_____.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

RIDER ADDING ADDITIONAL OBLIGEE

This rider is to be attached to and form a part of surety bond number 674025733, dated the 20th day of June, 2016 executed by LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the "Surety"), on behalf of T.J. Campbell Construction Company, 6900 S. Sunnyslane Road, Oklahoma City, OK 73135

in favor of Cooper Family Ventures of Shawnee, 32 NW 144th Circle, Suite A, Edmond, OK 73013, as principal (the "Principal"),

_____, as obligee (the "Obligee").

WHEREAS, the Principal has by written agreement dated the _____ day of _____, 20____, entered into a contract (the "Contract") with the Oblige for: Paving, Grading and Storm Utilities for Shawnee
Auto Mall Addition

WHEREAS, upon the request of the Principal and Oblige, the attached bond is hereby amended to add _____
City of Shawnee, PO Box 1448, Shawnee, OK 74802

_____, as additional obligee(s) [the "Additional Obligor(s)"] to the bond, and the Obligor and Additional Obligors shall be joint and several beneficiaries of the bond and shall be collectively referred to as the "Bond Obligor(s)".

PROVIDED, HOWEVER, there shall be no liability of the Surety under the attached bond to the Bond Oblige(s), either jointly or severally, unless and until the Bond Oblige(s), shall make payment to the Principal or to the Surety (should the Surety arrange for or undertake the completion of the Contract upon the default of the Principal), strictly in accordance with the terms of the Contract; and otherwise satisfy all terms and conditions and perform all of the other obligations to be performed under the Contract at the time and in the manner therein set forth; all of the acts of one Bond Oblige being binding upon the other.

In no event shall the aggregate liability of the Surety to the Bond Oblige(s), either jointly or severally, exceed the penal sum of the attached bond, nor shall the Surety be liable except for a single payment for each single breach or default. At the Surety's election, any payment due any Bond Oblige(s) may be made by its check issued to all Bond Oblige(s).

This change is effective the 20th day of June, 2016

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

IN WITNESS WHEREOF, said Principal, Surety, Obligor and Additional Obligor have caused these presents to be duly signed and sealed this 19th day of July, 2016.

T.J. Campbell Construction Company
(Principal)

By: Don W. W. (Seal)
Title: _____
Date: _____

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By: Desiree E. Westmoreland
 Title: Attorney-In-Fact Desiree E. Westmoreland (Seal)
 Date: July 19th, 2016

Cooper Family Ventures of Shawnee
(Obligee)

By: _____ (Seal)
Title: _____
Date: 7/20/16

City of Shawnee
(Additional Obligee)

By: _____ (Seal)
Title: _____
Date: _____

(Additional Obligee)

By: _____ (Seal)
Title: _____
Date: _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7357120

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bret S. Burton; David B. McKinney; Desiree E. Westmoreland; Kathleen A. Snyder; Tim H. Heffel; Timothy C. Smith

all of the city of Wichita, state of KS, each individually if there be more than one named; its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of May, 2016.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 6th day of May, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19 day of July, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

THE AMERICAN INSTITUTE OF ARCHITECTS



RCB0004648

AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address):

United Trenching, Inc.
5506 Stewart Drive
Mustang, OK 73064

SURETY (Name and Principal Place of Business):

RLI Insurance Company
P.O. Box 3967
Peoria, IL 61612

OWNER (Name and Address):

Cooper Family Ventures of Shawnee
32 NW 144th Circle, Suite A
Edmond, OK 73013

CONSTRUCTION CONTRACT

Date: July 18, 2016

Amount: \$ 288,830.30

Description (Name and Location):

Public **Sanitary Sewer for Shawnee Auto Mall** to serve Shawnee Auto Mall Addition, Job #R304972.01

BOND

Date (Not earlier than Construction Contract Date): July 18, 2016

Amount: \$ 288,830.30

Modifications to this Bond: ☒ None ☐ See Last Page

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

United Trenching, Inc.

Signature: _____

Name and Title: Tony Ellison - President

SURETY

Company: (Corporate Seal)

RLI Insurance Company

Signature: _____

Name and Title: Wendy Hollen
Attorney in Fact

(Any additional signatures appear on last page)

(FOR INFORMATION ONLY -- Name, Address and Telephone)

AGENT or BROKER:

Insurance Agency of Mid-America, Inc.
PO Box 890300
Oklahoma City, OK 73189
(405) 691-0016

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Huitt-Zollars
2832 West Wilshire Blvd.
Okla. City, OK 73116

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 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen 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 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 twenty 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 at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with the 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 bids 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:

.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

.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 fifteen 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 shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 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.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. 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.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 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.

12 DEFINITIONS

12.1 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.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 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.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

Address:

Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



RCB0004648

AIA Document A312

Payment Bond

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

CONTRACTOR (Name and Address):

United Trenching, Inc.
5506 Stewart Drive
Mustang, OK 73064

SURETY (Name and Principal Place of Business):

RLI Insurance Company
P.O. Box 3967
Peoria, IL 61612

OWNER (Name and Address):

Cooper Family Ventures of Shawnee
32 NW 144th Circle, Suite A
Edmond, OK 73013

CONSTRUCTION CONTRACT

Date: July 18, 2016

Amount: \$ 288,330.30

Description (Name and Location):

Public Sanitary Sewer for Shawnee Auto Mall to serve Shawnee Auto Mall Addition, Job #R304972.01

BOND

Date (Not earlier than Construction Contract Date): July 18, 2016

Amount: \$ 288,330.30

Modifications to this Bond: ☐ None ☒ See Last Page

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
United Trenching, Inc.

SURETY

Company: (Corporate Seal)
RLI Insurance Company

Signature: _____

Name and Title: Tony Ellison - President

Signature: _____

Name and Title: Wendy Hollen
Attorney in Fact

(Any additional signatures appear on last page)

(FOR INFORMATION ONLY -- Name, Address and Telephone)

AGENT or BROKER:

Insurance Agency of Mid-America, Inc.
PO Box 890300
Oklahoma City, OK 73189
(405) 691-0016

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Huitt-Zollars
2832 West Wilshire Blvd.
Okla. City, OK 73116

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 and tendered defense of such 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:

.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

.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

.3 Not having been paid within the above 30 days, have sent a written 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 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 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 shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. 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.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located 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.

12. 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.

13. 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.

14. 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.

15. DEFINITIONS

15.1 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.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Paragraph 6 is deleted in its entirety and the following is substituted in its place:

§6 When the Claimant has satisfied the conditions of Section 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 60 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.

§6.3 The Surety's failure to discharge its obligations under this Section 6 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this Section 6, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:



RLI Insurance Company
9025 N. Lindbergh Dr. Peoria, IL 61615
P.O. Box 3967 Peoria, IL 61612-3967
Phone: 309-692-1000 Fax: 309-683-1610

Multiple Obligee Rider

(To be attached to bond at time of issuance)

TO BE ATTACHED TO AND FORM PART OF

_____ United Trenching, Inc. _____ Bond No. RCB0004648,
dated concurrently with the execution of this Rider, issued by RLI Insurance Company _____ 9025 N. Lindbergh Dr. Peoria, IL 61615
P.O. Box 3967 Peoria, IL 61612-3967
as Surety, on behalf of _____ United Trenching, Inc. _____ as
Principal, and in favor of _____ Cooper Family Ventures of Shawnee, 32 NW 144th Circle, Suite A, Edmond OK 73013 _____ and
_____ City of Shawnee, PO Box 1448, Shawnee OK 74802-1448 _____ as
Obligees.

IT IS HEREBY UNDERSTOOD AND AGREED that the above described bond(s) are hereby amended to include the following paragraph:

Notwithstanding anything contained herein to the contrary, there shall be no liability on the part of the Principal or Surety under this bond to the Obligees, or any of them, unless the Obligees, or any of them, shall make payments to the Principal, or the Surety in case it arranges for completion of the Contract upon default of the Principal, strictly in accordance with the terms of said Contract as to payments, and shall perform all other obligations required to be performed under said Contract at the time and in the manner therein set forth; and

In no event shall the Surety be liable in the aggregate to Obligees for more than the penalty of the Performance Bond, nor shall it be liable except for a single payment for each single breach or default. At the Surety's election; any payment due to Obligee may be made by its check issued jointly.

IT IS FURTHER UNDERSTOOD AND AGREED that nothing herein contained shall be held to change, alter or vary the terms of the above described bond(s) except as hereinafter set forth.

SIGNED, SEALED AND DATED this 18th day of July A.D. 2016.

United Trenching, Inc.
(Principal)
By: Tony Ellison
Tony Ellison President

RLI Insurance Company
By: Wendy Hollen
Wendy Hollen Attorney-in-Fact



9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

W.M. McNeill, Cody McNeill, Lisa Sherman, Wendy Hollen, Rocky Moore, John Rogers, Larry D. Bixler, Kyle D. Reser, John L. Birsner, Susanne Cusimano, jointly or severally

in the City of Oklahoma City, State of Oklahoma, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 17th day of May, 2016.

RLI Insurance Company
Contractors Bonding and Insurance Company

Barton W. Davis

Barton W. Davis

Vice President



State of Illinois
County of Peoria

} SS

CERTIFICATE

On this 17th day of May, 2016, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 18th day of July, 2016.

RLI Insurance Company
Contractors Bonding and Insurance Company

Barton W. Davis

Barton W. Davis

Vice President

Jacqueline M. Bockler
Jacqueline M. Bockler

Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2016

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).

PRODUCER	CONTACT NAME: Beverly McCool
Insurance Agency of Mid America Inc	PHONE (A/C, No, Ext): (405) 691-0016 FAX (A/C, No): (405) 691-0415
10009 S Penn, Building E	E-MAIL ADDRESS: bmccool@midamericainc.com
PO Box 890300	
Oklahoma City OK 73189	INSURER(S) AFFORDING COVERAGE
	INSURER A: American Fire & Casualty Co
	INSURER B: Ohio Casualty Ins Co
	INSURER C: West American Ins Co
	INSURER D: America First Insurance
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 2015 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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	Y	BKA52998892	9/12/2015	9/12/2016	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
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X	Y	BAA52998892	9/12/2015	9/12/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTIONS \$ 10,000	X	Y	USO55751703	9/12/2015	9/12/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	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	XWW52998892	4/1/2016	4/1/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Leased/Rented Equipment			IM8501171	9/12/2015	9/12/2016	Limit (Deductible \$1,000) \$300,000
D	Installation Floater			IM8944523	9/12/2015	9/12/2016	Limit (Deductible \$1,000) \$200,000

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

Re: Shawnee Auto Mall Addition, Job # R304972.01.

Cooper Family Ventures of Shawnee and Lone Oak East R 1 LLC, as required by contract, is an Additional Insured on General Liability on a Primary & Non-Contributory per form CG8810 and on Business Auto per form CA8810. Waiver of Subrogation applies on General Liability per form CG8810, on Business Auto per form CA8810 and Workers Comp per WC00013. Umbrella follows form per the forms and exclusions of the policy.

CERTIFICATE HOLDER

Cooper Family Ventures of Shawnee 32 NW 144th Circle Suite A Edmond, OK 73013	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 Mike McNeill/BM <i>W M McNeill</i>

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THE AMERICAN INSTITUTE OF ARCHITECTS



RCB0004632

AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address):

United Trenching, Inc.
5506 Stewart Drive
Mustang, OK 73064

SURETY (Name and Principal Place of Business):

RLI Insurance Company
P.O. Box 3967
Peoria, IL 61612

OWNER (Name and Address):

Cooper Family Ventures of Shawnee
32 NW 144th Circle, Suite A
Edmond, OK 73013

CONSTRUCTION CONTRACT

Date: June 13, 2016

Amount: \$ 162,237.00

Description (Name and Location):

Public Water Plans for Shawnee Auto Mall to serve Shawnee Auto Mall Addition, Job #R304972.01

BOND

Date (Not earlier than Construction Contract Date): June 13, 2016

Amount: \$ 162,237.00

Modifications to this Bond: ☒ None ☐ See Last Page

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

United Trenching, Inc.

SURETY

Company: (Corporate Seal)

RLI Insurance Company

Signature:

Name and Title: Tony Ellison
President

(Any additional signatures appear on last page)

Signature:

Name and Title: Wendy Hollen
Attorney in Fact

(FOR INFORMATION ONLY – Name, Address and Telephone)

AGENT or BROKER:

Insurance Agency of Mid-America, Inc.
PO Box 890300
Oklahoma City, OK 73189
(405) 691-0016

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Huitt-Zollars
2832 West Wilshire Blvd.
Oklahoma City, OK 73116

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 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen 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 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 twenty 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 at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with the 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 bids 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:

.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

.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 fifteen 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 shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 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.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. 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.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 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.

12 DEFINITIONS

12.1 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.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 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.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

Address:

Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



RCB0004632

AIA Document A312

Payment Bond

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

CONTRACTOR (Name and Address):

United Trenching, Inc.
5506 Stewart Drive
Mustang, OK 73064

SURETY (Name and Principal Place of Business):

RLI Insurance Company
P.O. Box 3967
Peoria, IL 61612

OWNER (Name and Address):

Cooper Family Ventures of Shawnee
32 NW 144th Circle, Suite A
Edmond, OK 73013

CONSTRUCTION CONTRACT

Date: June 13, 2016

Amount: \$ 162,237.00

Description (Name and Location):

Public Water Plans for Shawnee Auto Mall to serve Shawnee Auto Mall Addition, Job #R304972.01

BOND

Date (Not earlier than Construction Contract Date): June 13, 2016

Amount: \$ 162,237.00

Modifications to this Bond: ☐ None ☒ See Last Page

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)
United Trenching, Inc.

SURETY

Company: _____ (Corporate Seal)
RLI Insurance Company

Signature:

Name and Title: Tony Ellison
President

(Any additional signatures appear on last page)

Signature:

Name and Title: Wendy Hollen
Attorney in Fact

(FOR INFORMATION ONLY -- Name, Address and Telephone)

AGENT or BROKER:

Insurance Agency of Mid-America, Inc.
PO Box 890300
Oklahoma City, OK 73189
(405) 691-0016

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Huitt-Zollars
2832 West Wilshire Blvd.
Oklahoma City, OK 73116

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 and tendered defense of such 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:

.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

.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

.3 Not having been paid within the above 30 days, have sent a written 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 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 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 shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. 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.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located 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.

12. 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.

13. 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.

14. 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.

15. DEFINITIONS

15.1 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.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Paragraph 6 is deleted in its entirety and the following is substituted in its place:

§6 When the Claimant has satisfied the conditions of Section 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 60 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.

§6.3 The Surety's failure to discharge its obligations under this Section 6 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this Section 6, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:



RLI Insurance Company
9025 N. Lindbergh Dr. Peoria, IL 61615
P.O. Box 3967 Peoria, IL 61612-3967
Phone: 309-692-1000 Fax: 309-683-1610

Multiple Obligee Rider

(To be attached to bond at time of issuance)

TO BE ATTACHED TO AND FORM PART OF

_____ United Trenching, Inc. _____ Bond No. RCB0004632
dated concurrently with the execution of this Rider, issued by RLI Insurance Company _____
as Surety, on behalf of _____ United Trenching, Inc. _____ as
Principal, and in favor of _____ Cooper Family Ventures of Shawnee, 32 NW 144th Circle, Suite A, Edmond OK 73013 _____ and
_____ City of Shawnee, PO Box 1448, Shawnee OK 74802-1448 _____ as
Obligees.

IT IS HEREBY UNDERSTOOD AND AGREED that the above described bond(s) are hereby amended to include the following paragraph:

Notwithstanding anything contained herein to the contrary, there shall be no liability on the part of the Principal or Surety under this bond to the Obligees, or any of them, unless the Obligees, or any of them, shall make payments to the Principal, or the Surety in case it arranges for completion of the Contract upon default of the Principal, strictly in accordance with the terms of said Contract as to payments, and shall perform all other obligations required to be performed under said Contract at the time and in the manner therein set forth; and

In no event shall the Surety be liable in the aggregate to Obligees for more than the penalty of the Performance Bond, nor shall it be liable except for a single payment for each single breach or default. At the Surety's election; any payment due to Obligee may be made by its check issued jointly.

IT IS FURTHER UNDERSTOOD AND AGREED that nothing herein contained shall be held to change, alter or vary the terms of the above described bond(s) except as hereinafter set forth.

SIGNED, SEALED AND DATED this 13th day of June A.D. 2016.

United Trenching, Inc.
(Principal)

By: _____

Tony Ellison - President

RLI Insurance Company

By: _____

Wendy Hollen

Attorney-in-Fact



9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

W.M. McNeill, Cody McNeill, Lisa Sherman, Wendy Hollen, Rocky Moore, John Rogers, Larry D. Bixler, Kyle D. Reser, John L. Birsner, Susanne Cusimano, jointly or severally

in the City of Oklahoma City, State of Oklahoma, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 11th day of December, 2015.

State of Illinois

County of Peoria

} SS



RLI Insurance Company
Contractors Bonding and Insurance Company

B. W. Davis

Barton W. Davis

Vice President

CERTIFICATE

On this 11th day of December, 2015, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 13th day of June, 2016.

Jacqueline M. Bockler

Jacqueline M. Bockler

Notary Public



RLI Insurance Company
Contractors Bonding and Insurance Company

B. W. Davis

Barton W. Davis

Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2016

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).

PRODUCER Insurance Agency of Mid America Inc 10009 S Penn, Building E PO Box 890300 Oklahoma City OK 73189	CONTACT NAME: Beverly McCool PHONE (A/C, No, Ext): (405) 691-0016 E-MAIL ADDRESS: bmccool@midamericainc.com FAX (A/C, No): (405) 691-0415 INSURER(S) AFFORDING COVERAGE INSURER A: American Fire & Casualty Co 24066 INSURER B: Ohio Casualty Ins Co 24074 INSURER C: West American Ins Co 44393 INSURER D: America First Insurance 12696 INSURER E: INSURER F:
INSURED United Trenching Inc 5506 Stewart Drive Mustang OK 73064	

COVERAGES

CERTIFICATE NUMBER: 2015

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	☒	☒	BKA52998892	9/12/2015	9/12/2016	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
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS NON-OWNED AUTOS	☒	☒	BAA52998892	9/12/2015	9/12/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$
B	☒ UMBRELLA LIAB EXCESS LIAB DED ☒ RETENTION \$ 10,000	☒	☒	US055751703	9/12/2015	9/12/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	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	☒	XWW52998892	4/1/2016	4/1/2017	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Leased/Rented Equipment			IMB501171	9/12/2015	9/12/2016	Limit (Deductible \$1,000) \$300,000
D	Installation Floater			IMB944523	9/12/2015	9/12/2016	Limit (Deductible \$1,000) \$200,000

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

Re: Shawnee Auto Mall Addition, Job # R304972.01.

Cooper Family Ventures of Shawnee and Lone Oak East R 1 LLC, as required by contract, is an Additional Insured on General Liability on a Primary & Non-Contributory per form CG8810 and on Business Auto per form CA8810. Waiver of Subrogation applies on General Liability per form CG8810, on Business Auto per form CA8810 and Workers Comp per WC00013. Umbrella follows form per the forms and exclusions of the policy.

CERTIFICATE HOLDER

CANCELLATION

Cooper Family Ventures of Shawnee
32 NW 144th Circle
Suite A
Edmond, OK 73013

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

Mike McNeill/BM

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Regular Board of Commissioners

3.

Meeting Date: 08/01/2016

OMRF Presentation

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation by Jodi Cox, Executive Director/CEO of the Oklahoma Municipal Retirement Fund.

Attachments

No file(s) attached.

Regular Board of Commissioners

4.

Meeting Date: 08/01/2016

Ward 1 Appt

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action to appoint Dub Bushong to the Ward 1 City Commission seat vacated by Gary Vogel.

Attachments

No file(s) attached.

Regular Board of Commissioners

5.

Meeting Date: 08/01/2016

Ward 1 Swearing In

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Swearing in of Dub Bushong as Ward 1 Commissioner.

Attachments

No file(s) attached.

Regular Board of Commissioners

6.

Meeting Date: 08/01/2016

Press Release

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action regarding a press release that provides information and status of the current and recent court proceedings between the City of Shawnee and the Citizen Potawatomi Nation and the Oklahoma Tax Commission and the Citizen Potawatomi Nation.

Attachments

No file(s) attached.

Regular Board of Commissioners**7. a.**

Meeting Date: 08/01/2016

Remote Control Slope Mower Bid

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Remote Control Slope Mower (Open)

Attachments

Slope Mower Notice

Slope Mower Plan Holders

NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, 9th & Broadway, P. O. Box 1448, Shawnee, Oklahoma, up to 4:00 p.m., Monday, August 01, 2016, for:

Remote Control Slope Mower

Instructions and bid documents are available to qualified bidders at the Fairview Cemetery Office located at 1400 north Center Street Shawnee, Oklahoma 74801 from 8:00 am to 4:00 pm Monday – Friday.

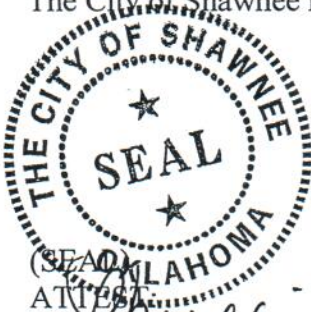
Each bid shall be filed in a sealed envelope. On the front of each envelope shall be written the following words to the left of the address:

BID – Remote Control Slope Mower August 01, 2016

The ORIGINAL bid shall be filed with the City Clerk of the City of Shawnee at 16 W. 9th Street, together with a sworn non-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

Bids will be opened and considered by the Board of City Commissioners at a Public Meeting in the City Hall Commission Chambers, 16 W. 9th Street Shawnee, Oklahoma 74801, at 6:30 p.m., Monday, August 01, 2016.

The City of Shawnee reserves the right to reject any or all bids.



(SEAL)
ATTEST

Phyllis Loftis
Phyllis Loftis, CMC, City Clerk

CITY OF SHAWNEE, A Municipal Corporation

By: *Justin Erickson*
Justin Erickson, City Manager

BIDDERS PLAN HOLDERS LIST

P & K Equipment
5029 SE 44th St
Norman OK, 73072
PH: 405-321-5439

Great Plains Kubota
815 E Macarthur St
Shawnee OK, 74804
Ph: 405-275-4455

Grissoms
13503 US-177
Shawnee OK, 74804
Ph: 405-214-2205

Duval Equipment
14000 US-177
Shawnee OK, 74804
Ph: 405-273-2500

Bane Machinery
2449 Manana Road
Dallas TX, 75220
Ph: 214-352-2468

Anderson Machinery Company
12711 Hwy 290 East
Austin TX, 78653
Ph: 512-272-8133

Little Rock Equipment Sales
13001 Interstate 30
Little Rock AR, 72209
Ph: 501-455-5700

Sellers Equipment, Inc.
PO Box 1940
Salina KS, 67402
Ph: 785-823-6378

Regular Board of Commissioners

8.

Meeting Date: 08/01/2016

CM Report

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

City Manager Report

Attachments

No file(s) attached.

Regular Board of Commissioners

11.

Meeting Date: 08/01/2016

Enter ES 911 Fees

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action to go into Executive Session to discuss potential claims, litigation or other options regarding emergency (911) wireless telephone fees that were collected and not remitted to the City; as authorized by 25 O.S. §307(B)(4).

Attachments

No file(s) attached.

Regular Board of Commissioners

12.

Meeting Date: 08/01/2016

Enter ES Evals CM CT

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider an Executive Session to discuss annual evaluations of the City Manager and City Treasurer pursuant to 25 O.S. §307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee."

Attachments

No file(s) attached.

Regular Board of Commissioners

13.

Meeting Date: 08/01/2016

Discuss ES 911 Fees

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider matters discussed in Executive Session regarding potential claims, litigation or other options regarding emergency (911) wireless telephone fees that were collected and not remitted to the City; as authorized by 25 O.S. §307(B)(4).

Attachments

No file(s) attached.

Regular Board of Commissioners

14.

Meeting Date: 08/01/2016

Discuss ES Evals CM CT

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider matters discussed in Executive Session regarding discussion of annual evaluations of City Manager and City Treasurer pursuant to 25 O.S. §307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee."

Attachments

No file(s) attached.
