

**SUBCONTRACTOR'S
EQUIPMENT, LABOR AND MATERIALS CONTRACT**

SUBCONTRACTOR UNDERSTANDS THAT THIS DOCUMENT IS A BINDING CONTRACT UNDER WHICH SUBCONTRACTOR WILL BE LEGALLY OBLIGATED TO THE GENERAL CONTRACTOR TO PERFORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THIS DOCUMENT.

Subcontractor Name: Dunham's Asphalt Services, Inc.	Project Name: City of Coweta - 2020 Street Improvements
Address: 6213 S 103 rd West Avenue Sapulpa Ok 74066	Owner / General Contractor: City of Coweta 310 S Broadway Coweta Ok. 74420
Subcontractors Authorized Representative: Eddie Dunham	Owner / General Contractors Site Representative: Commissioner: Wes Richter
Telephone: 1-918.447.2240	Telephone: 918. 807-2158
Subcontractor's License No.	
Tax I.D. 73-1451087	Date of Contract: 7.31.2020

DEFINITIONS. As used in this Subcontract, the following terms have the following meanings.

- A. "Applicable Law" means all statutes, regulations, rules, ordinances and other laws, whether enacted or adopted by authorities of federal, state, or local government, and orders, standards, decrees, judgments, and decisions issued or rendered by such authorities, that are applicable to the Work.
- B. "Owner" means the person or entity owning the property upon which the Work is being done.
- C. "Contractor" means General Contractor
- D. "Project" means the real property and all improvements thereon, at which the Work is being done.
- E. "Subcontractor" means any person, including an employee of subcontractor, as well as agents of Subcontractor, furnishing labor, services, materials, supplies or any other thing of value to Subcontractor in connection with the work.
- F. "Unexcused Default" means any failure by Subcontractor to fully and timely perform all of its obligation under the Subcontract other than any delay for which an extension of time must be granted in writing under Section 3.1 of this Subcontract.

SECTION 1.0: SUBCONTRACTOR'S SCOPE OF WORK. Subcontractor hereby agrees to furnish all labor, services, fees, materials, installation, cartage, hoisting, supplies, insurance, equipment, scaffolding, tools and other labor, materials or facilities of every kind and description required for the prompt and efficient execution: FURNISH ALL LABOR MATERIALS AND EQUIPMENT TO PROVIDE:

- Mill & Overlay
- 1. S 285 E Avenue - 27,898 sf
- 2. S 286th E Avenue - 29,926 sf
- 3.S 287th E Avenue - 31,798 sf
- 4. E 113th street - 22,126 Sf
- Project is Tax exempt

1.1 CONTRACT DOCUMENTS: The Contract between the parties includes the "Contract Documents" which consist of this agreement, the drawings and specifications for the project and the subcontractors written bid as more particularly described below.

- .1 Drawings and Bid Documents are:
 - See Attachement A

1.2 SUBMITTALS: The Subcontractor promptly shall submit for approval to the Contractor all shop drawings, samples, product data, manufacturers' literature and similar submittals required by the Specifications. The Subcontractor shall be responsible to the Contractor for the accuracy and conformity of its submittals to the Specifications. The Subcontractor shall prepare and deliver its submittals to the Contractor promptly in such time and sequence so as not to delay the Contractor or others in the performance of the Work. The approval of any Subcontractor submittal shall not be deemed to authorize deviations, substitutions or changes in the requirements of the Subcontract, unless express written approval is obtained from the Contractor and Architect/Owner authorizing such deviation, substitution or change. In the event that the Specifications do not contain submittal requirements pertaining to the Subcontractor's Work, the Subcontractor agrees upon request to submit in a

timely fashion to the Contractor for approval any shop drawings, samples, product data, manufacturers' literature or similar submittals as may reasonably be required by the Contractor, Owner or Architect.

1.3 **COORDINATION:** The Subcontractor shall:

- .1 cooperate with the Contractor and all others whose work may interface with the Subcontractor's Work;
- .2 specifically note and immediately advise the Contractor of any interference with the Subcontractor's Work;
- and
- .3 participate in the preparation of coordination drawings and work schedules in the areas of congestion.

SECTION 2.0: CONTRACT PRICE/PAYMENT.

2.1 **TOTAL PRICE** to be paid to Subcontractor for all work within the Subcontractor's Scope of Work shall be

\$ 193,666.00

Mill & Overlay - See attachment 'A' bid documents

2.2 **APPLICATION FOR PAYMENT:** Subcontractor shall be entitled to progress payments once per month due no later than the 30th of each month in accordance with the requirements as set forth in this and other sections of the contract. The Subcontractor's applications for payment shall be submitted for the approval of the Contractor and shall be itemized and supported by substantiating data as required by this section.

2.3 **SCHEDULE OF VALUES:** As a condition to any initial payment, the Subcontractor shall provide a schedule of values satisfactory to the Contractor not more than seven (7) days from the date of execution of this Agreement. Such schedule of values will be the basis used to calculate the actual value of the work in place at each progress payment.

2.4 **TIME OF APPLICATION:** The Subcontractor shall submit Payment Applications to the Contractor at Contractor's main office. Any application not timely submitted will not be processed until the following pay period.

2.5 **APPLICATION FORMAT/CONTENT REQUIREMENTS:** Each subcontractor application for payment shall include the following items:

- .1 Submitted on Standard AIA Document form.
- .2 Shall include partial lien releases signed by Subcontractor and all suppliers of labor or material for the Subcontractor's work for the pay period in question.

Each Application for Payment must be submitted with all the above required documentation or the payment application will not be processed.

2.6 **TIME OF PAYMENT:** Payment to the Subcontractor for satisfactory performance of the Subcontract Work timely submitted on the correct form with the required attachments as provided for herein will be made within 10 days following receipt by the Contractor of the Application for Payment. No payments will be due on any Application for Payment that does not comply with the requirements set forth herein.

2.7 **RETAINAGE:** The Contractor will withhold Five percent (5%) of each Application for Payment due to Subcontractor and hold same to be paid to Subcontractor after the Subcontractor has complied with the provisions of Section 2.9.2.

2.8 **PAYMENTS WITHHELD:** The Contractor may reject a Subcontractor Application for Payment or nullify a previously approved Subcontractor Application for Payment, in whole or in part, as may reasonably be necessary to protect the Contractor from loss or damage including but not limited to the following:

- .1 The Subcontractor's failure to perform the Subcontractor's Work as required by this Agreement;
- .2 loss or damage arising out of or relating to this Agreement and caused by the Subcontractor to the Owner, Contractor or others to whom the Contractor may be liable;
- .3 The Subcontractor's failure to properly pay for labor, materials, equipment or supplies furnished in connection with the Subcontractor's Work;
- .4 Rejected, nonconforming or defective Subcontractor Work which has not been corrected in a timely fashion.
- .5 Any delay in performance of the Subcontractor's Work such that the Work will not be completed within the Subcontract Time, and/or the unpaid balance of the Subcontract Amount is not sufficient to offset the damages that may be sustained by the Contractor as a result of the anticipated delay caused by the Subcontractor;
- .6 In Contractor's discretion, the unpaid balance of the Subcontract Amount is insufficient to cover the cost to complete the Subcontractor's Work;
- .7 Third party claims involving the Subcontractor or reasonable evidence demonstrating that third party claims are likely to be filed unless and until the Subcontractor furnishes the Contractor with adequate security in the form of a surety bond, letter of credit or other collateral or commitment which are sufficient to discharge such claims if established. The Contractor will give written notice to the Subcontractor, at the time of disapproving or nullifying an application for payment stating its reasons for such disapproval or nullification. When the above reasons for disapproving or

nullifying an application for payment are removed, payment will be made for amounts previously withheld as provided herein.

2.9 FINAL PAYMENT

2.9.1 APPLICATION FOR FINAL PAYMENT: Upon acceptance of the Subcontractor's Work by the Owner; the Contractor's receipt from the Architect of a certificate of substantial completion of the Subcontractor's work; the completion of 100% of all punch list items; and after Subcontractor has complied with all other provisions of this Subcontract, the Contractor will make final payment to the Subcontractor of all amounts due pursuant to the Subcontract including the retainage.

2.9.2 REQUIREMENTS: Before the Contractor shall submit the Subcontractor's application for final payment, the Subcontractor shall submit to the Contractor the following:

- .1 an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Subcontractor's Work for which the Owner or its property or the Contractor might in any way be liable, have been paid or otherwise satisfied;
- .2 satisfaction of required closeout procedures established by Contractor.
- .3 certification that insurance required by the Subcontract Documents in Section 4.7 will remain in effect beyond final payment and will not be canceled or allowed to expire without at least thirty (30) days' written notice to the Contractor unless a longer period is stipulated in this Agreement;
- .4 other data required by the Contractor such as receipts, releases, and full and final lien releases to the extent and in such form as may be designated by the Contractor and or Owner;
- .5 written warranties, equipment manuals, startup and testing required in Paragraph; and
- .6 as-built drawing if required by the Contractor;

2.9.3 TIME OF FINAL PAYMENT: Final payment of the balance due of the Subcontract amount shall not be due and payable to the Subcontractor until Thirty (30) days after receipt by the Contractor of the Application for Final Payment from the Subcontractor completed in compliance with the provisions of this Subcontract, and the Subcontractor's compliance with all other applicable provisions of this Subcontract.

2.10 PAYMENT USE RESTRICTION: All payments received by the Subcontractor shall be used to satisfy the indebtedness owed by the Subcontractor to any person or entity furnishing labor or materials for use in performing the Subcontractor's Work before it is used for any other purpose.

2.11 PAYMENT USE VERIFICATION: The Contractor shall have the right at all times to contact the Subcontractor's subcontractors and suppliers to ensure that they are being paid promptly by the Subcontractor for labor or materials furnished for use in performing the Subcontractor's Work.

2.12 SUBCONTRACTOR'S OBLIGATION TO PAY SUPPLIERS: Upon payment by the Contractor, the Subcontractor shall promptly pay its subcontractors and suppliers the amounts to which they are entitled. In the event the Contractor has reason to believe that labor, material or other obligations incurred in the performance of the Subcontractor's Work are not being paid, the Contractor may give written notice of a potential claim or lien to the Subcontractor and may take any steps deemed necessary to assure that progress payments are utilized to pay such obligations, including but not limited to the issuance of joint checks. If upon receipt of notice, the Subcontractor does not (a) supply evidence to the satisfaction of the Contractor that the moneys owing have been paid; or (b) post a bond indemnifying the Owner, the Contractor, the Contractor's surety, if any, and the project from any claim or lien, the Contractor shall have the right to withhold from any payments due or to become due to the Subcontractor a reasonable amount to protect the Contractor or Owner from any and all loss, damage or expense including attorney fees that may arise out of or relate to any such claim or lien.

2.13 LIEN WAIVERS AND AFFIDAVITS: As a prerequisite for any payment, the Subcontractor shall provide, in a form satisfactory to the Contractor, partial lien or claim waivers and affidavits from the Subcontractor and its subcontractors and suppliers for the completed Subcontractor's Work. These shall be submitted with each Application for Payment submitted by Subcontractor.

2.14 SUBCONTRACTOR ASSIGNMENT OF PAYMENTS: The Subcontractor shall not assign any moneys due or to become due under this Subcontract to any third party, other than a financial institution which is financing Subcontractor's work on the Project, without the prior written consent of the Contractor.

2.15 PAYMENT NOT ACCEPTANCE: Payment to the Subcontractor does not constitute or imply acceptance of any portion of the Subcontractor's Work.

SECTION 3.0: SUBCONTRACTORS PERFORMANCE.

3.1 TIME LINES AND SCHEDULE OBLIGATIONS: Time is of the essence for both parties as to the performance of the Subcontract. As such the Subcontractor and the Contractor have mutually agreed on certain time based performance objectives for the work of this Contract. Attached as **Exhibit "4"** is a mutually agreed upon performance schedule specific to the subcontractors work. Subcontractor agrees to be bound by these objectives and shall have all the necessary manpower, tools, equipment, and materials on the job to meet these requirements. The Contractor shall have the right to determine and, if necessary, change the time, order and priority in which the various portions of the Work shall be performed and all other matters relative to the Subcontractor's Work. Should subcontractor fail to perform in accordance with the performance schedule, subcontractor may be found in default and Contractor may pursue default provisions as set forth in Section 7.9.

3.2 LAYOUT: Subcontractor shall verify at the job site all dimensions, lines, grades and elevations indicated on the drawings,

lay out its own work, be responsible for the accuracy of the same and ensure that finished surfaces are perfectly aligned.

3.3 **WORKMANSHIP MATERIALS AND EQUIPMENT:** Subcontractor shall provide all labor and materials, scaffolding, hoists, equipment, temporary structures, temporary heat, tool, storage, detailed drawings, test models, samples, photos, guarantees, licenses, permits, and everything else which may be necessary for the completion of the Subcontractor's Work and will provide the same as a complete "turnkey" job in all respects for the Subcontract price set forth in Section 2. Subcontractors' failure to include in the price all of the work required, will not relieve sub-contractor from complying with these specifications in their entirety and performing all work required for a "turnkey" job. The Subcontractor shall not fabricate or deliver to the construction site any materials, fixtures or equipment intended for installation unless owned by the subcontractor absolutely and not subject to any conditional bill of sale, chattel mortgage, security interest or other claim, lien or encumbrance. All such material and equipment shall become the sole and absolute property of Owner when installed at the Project. Subcontractor shall remain responsible for the protection of, and for any loss or damage to, the same until final payment is made to Subcontractor. Such material, fixtures or equipment shall not be removed from the construction site without Contractor's consent, but after the final completion and acceptance of the Subcontractor's Work (or sooner if demanded by Contractor) Subcontractor shall remove all surplus materials, fixtures, equipment, scaffolding, and apparatus etc., furnished by it. Subcontractor shall execute its work in strict accordance with the Subcontractor and all Architect plans and specifications, in a sound and workmanlike manner, using new materials that are equal in quality to the best of their kind, and sufficient quantities to ensure proper and rapid execution of the work. Subcontractor workmanship shall be equal in quality to the best of its kind. The apparent silence of the contract documents as to any detail or the apparent omission from them of a detailed description concerning any of the work of Subcontractor shall be regarded as meaning that only the best general practice shall prevail and only material and workmanship of the first quality shall be used.

3.4 **CONFORMITY WITH LAW, PLANS AND SPECIFICATIONS:** Subcontractors work and materials shall conform with the Architect's plans and specifications and all requirements of any Federal, State or Local Laws, rules, ordinances, codes or regulations including those related to the environment, and shall meet the requirements of government agencies, including, where applicable, those of the Federal Housing Administration or Veteran's Administration. Subcontractors work shall not be complete until all necessary approvals have been obtained.

3.5 **INSPECTION OF MATERIALS:** Subcontractor shall furnish to Contractor ample opportunity at all times to inspect material to be used in the work, wherever they are in the course of preparation, manufacturer, or treatment. Subcontractor shall furnish to Owner or Contractor, as often as requested, reports of the progress of such preparation, manufacture, or treatment, and in such detail - including supplemental plans, drawings, or diagrams, as Contractor may require.

3.6 **CHANGES IN THE WORK:** Subcontractor shall strictly adhere to the plans and specifications, and shall not deviate from them except as authorized by Contractor in writing. Subcontractor shall be liable for any additional expenses caused by any change, deviation or substitution, in the work, initiated by Subcontractor and not approved in writing by the Contractor which affects the scope of the work or expense of other trades.

Subcontractor shall be entitled to payment for additional work only if subcontractor has received a written Change Order executed by an authorized representative of Contractor stating that subcontractor will receive additional compensation.

3.7 **TESTS AND INSPECTIONS:** The Subcontractor shall schedule all required tests, approvals and inspections of the Subcontractor's Work at appropriate times so as not to delay the progress of the work. The subcontractor shall give at least 24 hours written notice to the Contractor of such tests, approvals and inspections. The Subcontractor shall bear all expenses associated with tests, inspections and approvals required of the Subcontractor which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity approved by the Contractor. Required certificates of testing, approval or inspection shall, be secured by the Subcontractor and promptly delivered to the Contractor.

SECTION 4. SUBCONTRACTOR'S OBLIGATIONS

Subcontractor and where applicable, its employees, subcontractors, suppliers and agents shall do all of the following:

4.1 **REPRESENTATIVE:** While work is in progress keep a representative at the site at all time, who is authorized to represent and act for subcontractor as to all phases of the work, including labor relations and changes in the work. Subcontractor has identified on the first page of this Subcontract the identity of its representative, and shall notify Contractor in writing of the identity of any new representative before the appointment of such new representative becomes effective.

4.2 **COOPERATION:** Cooperate fully with Owner and the other subcontractors in the performance of the work under the general direction of Contractor.

4.3 **SAFETY:** Comply, at its own expense, with Contractor's safety policies and all safety and health requirements or applicable laws. Subcontractor shall accept, respond to, defend and be responsible for any citation, assessment, fine or penalty for any noncompliance. Subcontractor shall, within 24 hours of receipt from Contractor of notice of noncompliance or within the abatement period specified by any government authority, whichever expires sooner, comply with any order issued by such government authority. If subcontractor fails to so comply, Contractor may, in addition to any other remedies it may have, either: (1) terminate this subcontract, eject subcontractor from the site, and complete the work or any portion thereof, either personally or by employing others to do so; or (2) without terminating this subcontract or subcontractor's obligations, perform or cause to be performed such portion of the work as Contractor determines is sufficient to avoid or remedy such noncompliance. In either case, the cost of such work done, or caused to be done, by Contractor, plus a reasonable sum for profit, shall be deducted from the Subcontract Price, and any excess of such costs shall be immediately due and payable from subcontractor to Contractor. In addition, when so ordered, Subcontractor agrees to stop any part of the work which Contractor deems unsafe until corrective measures satisfactory to contractor have been taken, and further agrees to make no claim for damages arising from such stoppages. Subcontractor agrees that the prevention of accidents to workmen engaged in the work of this subcontract is sole responsibility of Subcontractor and that failure on the part of Contractor to stop unsafe practices shall in no way relieve Subcontractor of this responsibility.

4.4 **DUTY TO PERFORM WORK SAFELY:** The Subcontractor shall exercise extreme care in carrying out any of

Subcontractor's Work. The Subcontractor shall use properly qualified individuals or entities to carry out the Subcontractor's Work in a safe and reasonable manner so as to reduce the risk of personal injury or property damage.

4.5 SAFETY REPRESENTATIVE: The Subcontractor is required to designate an individual at the site in the employ of the Subcontractor who shall act as the Subcontractor's designated safety representative with a duty to prevent accidents. Unless otherwise identified by the Subcontractor in writing to the Contractor, the designated safety representative shall be the Subcontractor's Representative.

4.6 NOTICE OF INJURY: The Subcontractor shall give prompt written notice to the Contractor of any accident involving personal injury requiring a physician's care, any property damage exceeding Five Hundred Dollars (\$500.00) in value, or any failure that could have resulted in serious personal injury, whether or not such an injury was sustained.

4.7 INDEMNIFICATION AND INSURANCE: To the fullest extent permitted by law, the Sub-Contractor shall indemnify and hold harmless the General Contractor and all of its agents and employees for and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom and is caused in whole or in part by negligent acts or omissions of the Sub-Contractor, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation or indemnity which would otherwise exist as to any party or person described in this Paragraph.

Before the commencement of any work under this agreement, Contractor shall provide Certificates of Insurance for the General Contractor showing the coverages described in Section 4.7.1 below, and including the Waiver of Subrogation on the Workers' compensation and General Liability coverage and an Additional Insured Endorsement naming the General Contractor on the General Liability coverage. These Certificates shall contain a provision that policies providing these coverages will not be cancelled until 30 days prior written notice has been given the General Contractor.

4.7.1 REQUIRED INSURANCE COVERAGES AND LIMITS:

<u>TYPE OF COVERAGE</u>	<u>POLICY LIMITS</u>
A. Workers Compensation Employers Liability (Including occupational illness and disease coverage)	\$1,000,000.00
B. Commercial General Liability (Including Independent Contractors, Products and Completed Operations, Blanket Contractual, Broad Form Property Damage, Personal Injury and where an exposure exists, Explosion, Collapse and Underground Coverages.)	\$2,000,000 General Aggregate \$1,000,000 Products-Completed \$1,000,000 Personal & ADV Injury \$1,000,000 Each Occurrence
C. Business Automobile Liability (Including coverages for all owned, hired and non-owned vehicles)	\$1,000,000 Each Accident Combined single Limit
D. Excess Liability	\$1,000,000.00

4.8 MATERIALS FURNISHED BY OTHERS: Examine all materials or equipment furnished by others pursuant to the Subcontract, and handle, store, and install such items with such skill and care as to ensure satisfactory installation and operation. Loss and damage from Subcontractors failure to comply with this section shall be charged to the account of Subcontractor and deducted from monies due under this subcontract.

4.9 PROTECTION OF WORK: Secure and protect Subcontractor's work until final acceptance by Owner as provided herein, and protect the work and workmen of Contractor and other Subcontractors from subcontractors operations. Subcontractor shall be liable for any loss or damage to any work in place, or to equipment and materials on the site, caused by it, its subcontractors, employees, suppliers or guests.

4.10 USE OF CONTRACTOR'S EQUIPMENT: Reimburse Contractor for any of Contractor's equipment or facilities used in the work and indemnify Contractor against and hold it harmless from any claims, actions, demands, damages, liabilities, or expenses including attorney's fees, resulting from such use by Subcontractor, its subcontractors employees, suppliers or licensees.

4.11 CLEAN UP: During the work, remove from the site all refuse and debris as often as necessary, at the minimum once per day, to keep the site clean and orderly. Upon completion of the work, immediately remove from the site all temporary structures, refuse and debris. Do all cutting, fitting and patching necessary or desirable in connection with the Subcontractor's Work, and clean all surfaces, fixtures and equipment affected by the Subcontractor's Work. Upon completion, Subcontractor shall leave the site in a clean, neat and orderly condition, ready for use. If Subcontractor fails to perform any such cleanup within 24 hours after notice from Contractor, Contractor may perform such cleanup and the costs thereof, plus a change equal to 15% of the cost to cover Contractor's overhead, shall be charged to Subcontractor and deducted from monies due him under the subcontract.

4.12 LIENS: Within ten (10) days after written notice of any lien for payment for labor or materials furnished or used in the Subcontractor's Work cause the effect of such suit or lien to be removed. Should subcontractor fail to do so, Contractor may do so and the cost of such action by Contractor, together with Contractor's reasonable attorney's fees, shall be paid by Subcontractor to Contractor upon demand, or deducted from any amounts due under the Subcontract.

SECTION 5 UNCOVERING OF SUBCONTRACTOR'S WORK

5.1 If required in writing by the Contractor, the Subcontractor must uncover any portion of the Subcontractor's Work which has been covered by the Subcontractor in violation of the Subcontract or contrary to a directive issued to the Subcontractor by the Contractor. Upon receipt of a written directive from the Contractor, the Subcontractor shall uncover such work for the Contractor's or Owner's inspection and restore the uncovered Subcontractor's Work to its original condition at the Subcontractor's sole time and expense.

5.2 **CORRECTION OF WORK:** If the Architect, Owner or Contractor rejects the Subcontractor's Work or the Subcontractor's Work is not in conformance with the subcontract, the Subcontractor shall promptly correct the Subcontractor's Work whether it had been fabricated, installed or completed. The Subcontractor shall be responsible for all the costs of correcting such work as well as any additional testing, inspections, and compensation for services and expenses of the Architect and Contractor made necessary by the Subcontractor's defective work.

5.3 **SUBCONTRACTOR'S WARRANTY:** In addition to the Subcontractor's obligations hereunder, the Subcontractor agrees to correct all Subcontractor's Work performed under this Agreement which proves to be defective in workmanship or materials within a period of time as may be required by specific warranties in the Subcontract. All such warranty work shall be performed by Subcontractor within seven (7) days of notice by Contractor and shall be at Subcontractor's sole cost and expense.

5.4 **DAMAGE TO WORK OF OTHERS:** If the Subcontractor's correction or removal of Subcontractor's Work destroys or damages completed or partially completed work of the Owner, the Contractor or any separate subcontractors, the Subcontractor shall be responsible for the cost of correcting such destroyed or damaged construction.

5.5 **NON-CONFORMING WORK:** If portions of Subcontractor's Work which do not conform with the requirements of the Subcontract documents are neither corrected by the subcontractor nor accepted by the Contractor, the Subcontractor shall at Contractor's option remove such Subcontractor's Work from the Project site if so directed by the Contractor at Subcontractor's sole expense.

SECTION 6 LABOR

6.1.1 **LABOR STANDARDS.** The construction work covered by this contract is being assisted or insured by the United States of America and as such Federal Labor Standards and Provisions are to be included in this contract. Attached as "Exhibit 1" to this agreement are the "Supplemental Conditions of the Contract for Construction as prepared by the U.S. Department of Housing and Urban Development. Subcontractor is required to follow all directives and conditions as a part of this contract, which include but are not limited to the following.

.1 Subcontractor shall pay all employees on a weekly basis for all work performed on this contract and shall provide copies of certified payrolls to the General Contractor at the time of each progress payment in accordance with Federal regulations. (Certified Payroll Forms Attached as "Exhibit 1")

.2 Subcontractor shall pay all laborers and employees not less than the minimum wage rate determination for each job classification as provided in the Davis Bacon Wage Rate Decision attached to this contract as "Exhibit 1".

6.2 **SATISFACTORY EMPLOYEES.** Employment of labor by Subcontractor shall be effected under conditions that are satisfactory to Contractor, and Subcontractor shall remove from the project any such employee considered unsatisfactory by Contractor.

6.3 **LABOR AGREEMENTS.** Subcontractor shall comply, and shall require its subcontractors to agree in writing to comply, with the terms and conditions of all labor agreements applicable to the Project.

6.4 **RESERVED GATE.** Should Owner establish a reserved gate for the use of subcontractors during any picketing at the site, subcontractor shall continue, and shall require its subcontractors to agree in writing to continue, and to do the work, as long as such reserved gate is maintained.

6.5 **JURISDICTIONAL DISPUTES.** Subcontractor shall do all things necessary or desirable to resolve any jurisdictional dispute between any unions representing employees of Subcontractor, concerning the assignment of performance of any of the work. Subcontractor shall, at the minimum, comply with any written plan for the resolution of such disputes. Subcontractor shall require all of its subcontractors to agree to comply with this section with respect to their employees, contractors or material men.

6.6 **INDEMNITY.** Subcontractor shall indemnify Contractor and Owner against, and hold it harmless from any liability, loss, damage, cost, claim, award, judgment, fine and expense (including reasonable attorney's fees) associated with (1) subcontractor failure to fulfill the requirements of this section, or (2) any claim, by any union that is a party to a labor agreement with Owner, that certain work is not being performed in accordance with such agreement.

SECTION 7. GENERAL PROVISIONS

7.1 **WARRANTY:** Subcontractor warrants all workmanship to be in conformity with the Subcontract and all Architectural plans and specifications and warrants that all materials are merchantable and fit for their intended use. At Subcontractor's sole expense, Subcontractor shall replace or repair to Contractor's satisfaction, all material or work adjudged by Contractor to be deficient and hold Owner and Contractor harmless from all claims, liability, loss and damage, including attorney fees, arising from the defects in Subcontractor's materials or work for which Owner or Contractor may be liable to any person. Subcontractor must complete all repairs done under Owners or Contractor's callback and warranty program within seven (7) days of notice to Subcontractor. If Subcontractor fails to promptly make such replacements or repairs, Owner or Contractor may do so, and Subcontractor shall reimburse Owner or Contractor for all costs incurred plus 15%.

7.2 **EQUAL EMPLOYMENT OPPORTUNITY:** Subcontractor shall, at its own expense, conform, and require its subcontractors and employees to conform to the equal employment opportunity policies of Owner and Contractor, comply with the requirements of applicable law

relating to equal employment opportunity. Subcontractor shall respond to, defend, and be responsible for any citation, order, claim, charge, or criminal or civil action based on the alleged failure of Subcontractor or its agents, employees, and subcontractors, to comply with such requirements, and indemnify and hold Owner and Contractor harmless from any such claims, including all attorney fees incurred.

7.3 **LIABILITIES FOR TAXES AND ASSESSMENTS:** Be liable for and pay all state, municipal, and/or federal sales taxes, excise taxes, personal property taxes, taxes on ownership, taxes on use, taxes on holding, or license, privilege, gross receipts or other like taxes, either through laws now in force or hereafter enacted, and applicable to the labor and/or materials, and/or tools, and/or equipment, machinery, etc., required to be furnished under this agreement by Subcontractor or applicable to income or receipts derived by Subcontractor from performance of this subcontract. Subcontractor shall likewise be liable for and pay all governmental taxes, assessments and charges predicated upon any statute, rule or regulation (whether future or present) dealing with unemployment and/or social security insurance, or similar legislation insofar as applicable to employees engaged by anyone in the performance of Subcontractors work hereunder. Subcontractor shall make full payment of all such taxes, assessments and charges, and shall fully and completely indemnify, save and hold harmless Owner and Contractor from any and all claims, obligations, or liabilities for the payment of such taxes assessments and charges, notwithstanding the fact that any such statute, rule, regulation or legislation may require Owner or Contractor to pay (either directly or indirectly) any part or portion of any such tax, assessment or charge, or require Owner or Contractor to collect the same or make Owner or Contractor liable for the collection thereof or responsible therefore. The contract price hereunder shall not be increased or decreased on account of any changes in the price of any materials or labor or on account of the imposition of any such taxes, assessments or charges by the Federal or any State or Municipal Government during the term of this subcontract.

7.4 **WAIVER OF LIEN RIGHTS:** Subcontractor covenants and agrees for itself and to the extent permitted by the laws of the state in which the work is to be performed, for its subcontractors, laborers, and mechanics, material and equipment suppliers, and all other parties acting through or under Subcontractor, that no mechanics lien or claim shall be filed, asserted, claimed or maintained by it, them or any of them against the Project, for or on account of any work done or material, equipment or services furnished by it, them or any of them under this subcontract or otherwise. Subcontractor for itself, and to the extent permitted by the laws of the state in which the work is to be performed, for its subcontractors, laborers and mechanics, material and equipment suppliers and all other parties acting through or under subcontractor, hereby expressly waives and relinquishes for itself, themselves and all of them, the right to have, file, assert, claim or maintain any mechanics lien or claim against the Project. This waiver of the rights of lien shall be an independent covenant and shall operate and be effective as well with respect to work and labor performed and materials and equipment furnished under any supplemental agreement, verbal or written or any order for extra work as to the work and labor performed and the materials and equipment furnished under this subcontract. In order to give Owner and Contractor full power and authority to protect themselves and the Project against any and all mechanics liens or claims which might be filed, asserted claimed or maintained in violation of foregoing covenants. Subcontractor covenants and agrees that, from time to time, upon the request of Owner or Contractor, Subcontractor will immediately deliver to Owner or Contractor an instrument or instruments in writing, in such form as may be required by Owner or Contractor or by the lending institution or institutions making the construction loan or the permanent mortgage loan, or by the title company insuring the title, by which instruments Subcontractor, its subs, laborers and mechanics, material and equipment suppliers, and all other parties acting through and under subcontractor waive and relinquish all mechanics lien rights against the said buildings and lots of ground. The breach of any of the foregoing covenants shall constitute a material breach of this subcontract, entitling Contractor to exercise any or all the rights and remedies granted to it under the terms and provisions of this subcontract as Well as all other rights and remedies granted to it by law.

7.5 **ASSIGNMENT OF SUBCONTRACTOR'S WORK:** The Subcontractor shall not assign the whole nor any part of the Subcontractor's Work without prior written approval of the Contractor.

7.6 **SUBSTITUTIONS:** No substitutions shall be made in the Subcontractor's Work unless permitted by the Subcontract, and only upon the Subcontractor first receiving all approvals in writing required under the Subcontract for substitutions.

7.7 **ENTIRE CONTRACT:** In entering this subcontract, Subcontractor does not rely upon any opinions, representations, verbal discussions or other writings or with any person. This Contract supersedes all prior negotiations, or statements by any person and sets forth the full and complete agreement between the parties hereto. Subcontractor represents and warrants to Contractor that Subcontractor has done the following:

- (a) Subcontractor has personally examined the drawings, specifications and the Project, (b) Subcontractor has personal knowledge of the conditions under which the work is to be performed; (c) Subcontractor represents that its attorney has reviewed this Subcontract on behalf of Subcontractor and approved the same. The Subcontractor acknowledges that, before signing this subcontract, it carefully read the same; it carefully examined and reviewed the Architect's plans and specifications; visited the construction site; observed and gave full consideration to all of the factors at the site and elsewhere which might affect the performance of this Subcontract or the cost of any of the labor and/or materials required hereunder. The Subcontractor agrees that it will not at any time make any claim or demand based upon or arising from any alleged misunderstanding or misconception on its part as to its obligations hereunder, the work which it is required to perform, or the conditions under which such work is to be performed.

7.8 **TIME IS OF THE ESSENCE.** Time is of the essence for both parties as to the performance of the Subcontract. They mutually agree to see to the performance of their respective obligations so that the entire Project may be completed in accordance with the Contract documents.

7.9 **DEFAULT:** Subcontractor's performance of each and every requirement herein is to be in strict compliance with the terms of this Subcontract. If Subcontractor should fail to take whatever action is necessary to correct any default by Subcontractor of its duties or obligation under the Subcontract within 48 hours of written notice by Contractor, the Contractor shall have the right but not the obligation to immediately do any of the following:

- a) Terminate the Subcontract and perform the work required under the Subcontract.
- b) Withhold any further payments to Subcontractor.
- c) Not terminate the Subcontract, but perform the necessary work to cure the breach and charge all amounts incurred in curing the breach and against the Subcontractor's price, or sue Subcontractor for the amount due.

7.9.1 If Contractor should elect after notification to do any of the alternatives set forth in Paragraph 7.9 above, the Subcontractor shall be liable for all costs, damages, delays, etc. caused as a result of Subcontractor's breach.

7.10 **ATTORNEY FEES:** If Contractor should have to sue Subcontractor for any breach of this Subcontract then Subcontractor agrees to pay all attorney fees, costs, and expert witness fees incurred by Contractor in such suit.

7.11 **INDEMNIFICATION:** If Contractor or Owner should be sued by any third party as a result of any acts of Subcontractor or any of its employees, subcontractors, agents, servants, suppliers or material men, or the failure of Subcontractor to perform any of its obligations and duties under this Subcontract, then the Subcontractor agrees, to the fullest extent allowed by law, that it will indemnify and hold harmless the Owner and Contractor and their employees, agents and servants from any and all liabilities of whatever nature that may be sought against them including all attorney fees and or costs incurred in defending any such claim by any third party including all attorney fees incurred in seeking indemnity under this Subcontract.

SECTION 8 SPECIAL PROVISIONS

SUBCONTRACTOR: Dunham's Asphalt Services, Inc.

Subcontractor's License Number

By: 
Name: Eddie Dunham
Title : President

Date 7.31.20

Corporation Partnership Sole Proprietorship LLC

CONTRACTOR: City of Coweta

BY: _____
Name:
Title :

Date _____

Subscribed and sworn to before me this _____ day of _____, _____.

My commission expires: _____

Notary Public

Attachment "A"



AIA Document A310 – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Dunham's Asphalt Services, Inc.
6213 S 103rd West Ave
Sapulpa, OK 74066

SURETY:

(Name, legal status and principal place of business)

Employers Mutual Casualty Company
PO Box 712
Des Moines, IA 50306-0712

OWNER:

(Name, legal status and address)

City of Coweta
310 S. Broadway
Coweta, OK 74429

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

PROJECT:

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

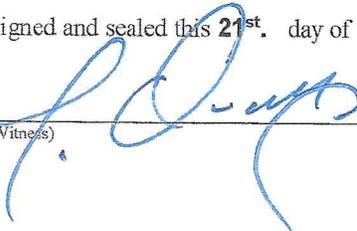
2020 Coweta Street Improvement Project

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

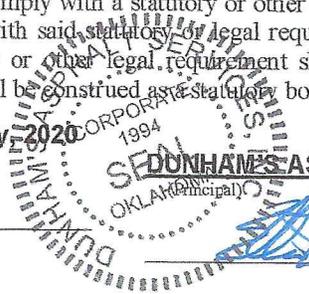
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 21st day of July, 2020



(Witness)



DUNHAM'S ASPHALT SERVICES, INC.

(Seal)

Karen Eubanks

(Witness)

Employers Mutual Casualty Company

(Surety) (Seal)

Nick Sidorakis

Nick Sidorakis, Attorney-In-Fact



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Nick Sidorakis

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

In an amount not exceeding Fifteen Million Dollars\$15,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

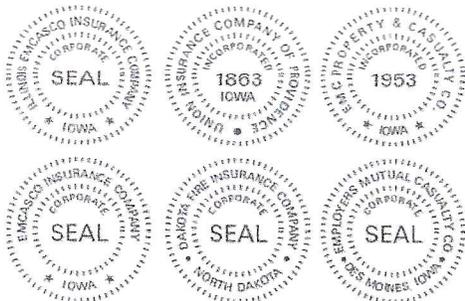
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.

Seals



Scott R. Jean

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother

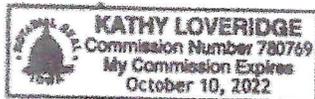
Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge

Notary Public in and for the State of Iowa



CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March, 2020, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____.

J D Clough

Vice President



Employers Mutual Casualty Company – Seal Addendum

In light of the impacts surrounding the COVID-19 virus and resultant governmental measures to limit social contact in all settings, Employers Mutual Casualty Company hereby authorizes its Attorneys-in-Fact to affix Employers Mutual Casualty Company's corporate seal to any bond executed by said Attorney-in-Fact for Employers Mutual Casualty Company by attaching this Seal Addendum. In accordance with the above, Employers Mutual Casualty Company hereby affirms that the corporate seal hereon shall be deemed affixed to said bond with the same force and effect as if Employers Mutual Casualty Company's raised corporate seal was present.

Dated this 3rd day of April, 2020.

Employers Mutual Casualty Company



By:

James D. Clough, Vice President

717 Mulberry Street | Des Moines, IA 50309-3872 | P.O. Box 712 | Des Moines, IA 50306-0712 | 515.280.2511 | 800.447.2295 | www.emcins.com

Employers Mutual Casualty Company
EMCASC0 Insurance Company
EMC Reinsurance Company

Illinois EMCASC0 Insurance Company
Dakota Fire Insurance Company
EMC Property & Casualty Company

Union Insurance Company of Providence
EMC Risk Services, LLC

EMC Underwriters, LLC
EMC National Life Company (affiliate)

NOTICE TO BIDDERS

SEALED BIDS FOR:

2020 STREET IMPROVEMENT PROJECT

Notice is hereby given that pursuant to an order by the City of Coweta, Oklahoma, sealed bids will be received at the office of the City Clerk, 310 South Broadway, of said City for furnishing all tools, material and labor, and performing the work necessary to be done in the construction of the following:

- Asphalt Street Milling and Resurfacing – Approximately 111,800 square feet of 2” mill and replacement of asphalt overlay; each of the 4 locations is to be bid as a separate project.

The work shall be completed within ninety (90) calendar days after the authorized starting date. Liquidated damages are established at \$100.00 per day.

All bids will be opened and read aloud by the City at the City Hall Council Chambers, located at 310 S. Broadway, Coweta, Oklahoma, at 10:00 a.m. on July 30, 2020. The bid shall be accompanied by a certified check, cashier's check or bid bond equal to five percent (5%) of the bid, which shall be deposited with the awarding public agency as a guaranty.

The City of Coweta reserves the right to accept all items for completion, select and split items depending upon cost, or reject all bids.

The following bonds will be required from the bidders:

- Performance bond to the Full Amount of the Contract Price.
- Statutory Public Works Bond for payment of all labor and materials used in the construction of such improvements in the Full Amount of the Contract Price.
- One (1) year Maintenance Bond to the Full Amount of the Contract Price.

The bidder must supply all the information required by the bid date on proposal form including completion of the Bidders Certifications and affidavits. Failure to include this information will render the bid incomplete and therefore rejected. Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedule by examination of the sites. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be completed. Information obtained from an officer, agent, or employee of the City of Coweta or any other person shall not affect the risks or obligations assumed by the contractor or relieve him from fulfilling any of the conditions or the contract. The City of Coweta reserves the right to reject any and all bids and to waive informalities in any bid.

Dated at Coweta, Oklahoma, on this June 30, 2020.



Julie Casteen, City Clerk

INSTRUCTION TO BIDDERS

Bids:

Each bid shall be printed in ink or typewritten on the form provided in the copy of proposed contract documents. The written words shall govern over the figures if there is a difference between the two. No alterations, additions, or erasures shall be made on the Proposal Form. Erroneous entries shall be lined out, initialed by the bidder, and the correct entry inserted. The unit price bid must cover all expense for furnishing the labor, materials, tools, equipment and furnish all work required by and in conformance with the specifications.

Each bid shall be enclosed in a sealed envelope addressed to the City of Coweta, PO BOX 850, Coweta, Oklahoma, 74429-0850 identified on the outside with the works:

“2020 COWETA STREET IMPROVEMENT PROJECT”

and filed with the City Clerk located at 310 South Broadway, Coweta, Oklahoma, 74429. All addenda to the contract documents, properly signed by the bidder shall accompany the bid when submitted. Contractor will be provided a letter authorizing purchases related to this contract to be tax exempt.

SPECIFICATIONS

General:

The Oklahoma Department of Transportation Standard Specification for Highway Construction, most recent approved addition and supplements shall be used on this project with exceptions as noted in Special Provisions.

Project Description (Base Bid):

Some of the existing streets to be improved under this program are not of uniform width or subgrade conditions.

Any necessary existing drainage ditch relocation or regrading shall be coordinated with the City of Coweta.

The bid shall be for milling and street overlay with a minimum two (2”) inches of asphalt (after compaction) to a uniform width of the existing roadway.

Centerline striping to be included where applicable.

The overlay shall be Type “B” asphalt as defined in the referenced ODOT Specifications.

A tack coat shall be applied to the overlay area. The tack coat shall provide full coverage with no gaps and shall be properly cured before laying the asphalt overlay.

The finished overlay shall be of uniform grade and cross slope to prevent water hold depressions. In the event depressions develop, these areas shall be tack coated and a leveling course applied and rolled to specifications.

Overlay areas shall match all existing driveway grades. All approach aprons shall be milled and overlaid as needed.

Roadways along schools shall be overlaid during the school summer break or on weekends in order to not disrupt normal traffic flows in the area.

Manholes and valve risers are to be brought to finish grade using riser extensions approved by the City. No manholes or valves are to be paved over. Any manhole or valve found to be paved over will be uncovered, raised and the area around the manhole / riser will be repaved at the contractor's expense.

The following streets are involved in the 2020 Street Improvement Project, with each location to be bid as a separate item:

<u>Project No.</u>	<u>Location and Description</u>
--------------------	---------------------------------

1. Country Village Subdivision: Paving Surface Removal and Replacement on S 285th E Ave Between E 136th St and E 137th Pl S. - Including Paving Base Repair at the intersection of S. 285th E Ave and E 136th St.

- Mill approximately 27,898 sf. of existing asphaltic surfacing, 2" in depth below gutter face, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site- the Project Area.
- Remove and dispose of millings from the project area to the City's sanitary sewer treatment plant at 17099 S 289th E Ave.
- Sawcut, remove, and dispose of approximately 3,952 sf. of existing asphaltic paving base and a minimum of 8" of existing sub-grade material marked in orange at the intersection of S. 285th E Ave and E 136th St.
- Compact exposed paving sub-grade in the excavated area to within 95% of standard density.
- Re-Fill excavated paving sub-grade with 3/4" diameter class "A" crushed limestone aggregate material level with the existing paving base grade.
- Compact placed aggregate to within 95% of standard density.
- Place a minimum of 4" class 'A' asphaltic concrete compacted to within 95% of standard density.
- Sweep and clean all areas of milled paving surfacing and areas of pavement base repair within the Project area as necessary to remove all loose material.
- Seal all existing cracking of the exposed paving base and areas of paving base repair within the Project area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project area.
- Place 2" of type "B" asphaltic concrete wearing surface in the Project area compacted to 95% of Standard Density, continuous from face of gutter to face of gutter maintaining proper positive gutter drainage through the Project Area.

2. Country Village Subdivision: Paving Surface Removal and Replacement on S. 286th E Ave Between E 136th St and E 137th Pl S.

- Mill approximately 29,926 sf. of existing asphaltic surfacing, 2” in depth below gutter face, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site- the Project Area.
 - Remove and dispose of millings from the project area to the City’s sanitary sewer treatment plant at 17099 S 289th E Ave.
 - Sweep and clean all areas of milled paving surfacing and areas of pavement base repair within the Project area as necessary to remove all loose material.
 - Seal all existing cracking of the exposed paving base and areas of paving base repair within the Project area with an ODOT approved bituminous sealer.
 - Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project area.
 - Place 2” of type “B” asphaltic concrete wearing surface in the Project area compacted to 95% of Standard Density, continuous from face of gutter to face of gutter maintaining proper positive gutter drainage through the Project Area.
- 3. Country Village Subdivision: Paving Surface Removal and Replacement on S. 287th E Ave Between E 136th St and 137th PI S.**
- Mill approximately 31,798 sf. of existing asphaltic surfacing, 2” in depth below gutter face, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site- the Project Area.
 - Remove and dispose of millings from the project area to the City’s sanitary sewer treatment plant at 17099 S 289th E Ave.
 - Sweep and clean all areas of milled paving surfacing and areas of pavement base repair within the Project area as necessary to remove all loose material.
 - Seal all existing cracking of the exposed paving base and areas of paving base repair within the Project area with an ODOT approved bituminous sealer.
 - Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project area.
 - Place 2” of type “B” asphaltic concrete wearing surface in the Project area compacted to 95% of Standard Density, continuous from face of gutter to face of gutter maintaining proper positive gutter drainage through the Project Area.
- 4. The Woods at Oak Grove Subdivision: Paving Surface Removal and Replacement on E 113th St S. Between S. 274th E Ave and S. 277th E. Ave.**
- Mill approximately 22,126 sf. of existing asphaltic surfacing, 2” in depth below gutter face, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site- the Project Area.
 - Remove and dispose of millings from the project area to the City’s sanitary sewer treatment plant at 17099 S 289th E Ave.
 - Sweep and clean all areas of milled paving surfacing and areas of pavement base repair within the Project area as necessary to remove all loose material.
 - Seal all existing cracking of the exposed paving base and areas of paving base repair within the Project area with an ODOT approved bituminous sealer.
 - Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project area.

- Place 2" of type "B" asphaltic concrete wearing surface in the Project area compacted to 95% of Standard Density, continuous from face of gutter to face of gutter maintaining proper positive gutter drainage through the Project Area.

Testing:

The contractor shall provide for density and thickness testing of the sub-base, overlay and new pavement sections. One density and thickness test per block shall be provided. The testing shall be done by a laboratory acceptable to the City. The test results shall be submitted directly from the laboratory to the City.

Cleanup:

At the completion of the work, the contractor shall clean up all areas of the work, remove all excess material and dress the areas as needed and approved by the City.

Project Location Maps



PROPOSAL

TO: CITY OF COWETA
COWETA, OKLAHOMA

Gentlemen:

THE UNDERSIGNED BIDDER, having carefully examined the Specifications, and other Contract Documents of the above project presently on file in the office of the City Clerk, Coweta, Oklahoma; and,

CERTIFIES that he has inspected the sites of the proposed work and has full knowledge of the extent and character of the work involved, construction difficulties that may be encountered, materials necessary for construction, and all other factors affecting or which may be affected by the specified work; and,

HEREBY PROPOSED to enter into a contract to provide all necessary labor, materials, equipment and tools to completely construct and finish all the work required by the Contract Documents hereto attached and other documents referred to herein; to complete said work within ninety (90) calendar days after the work order is issued and to accept in full payment therefore the amounts set forth below for all work actually performed as computed by the Engineer as set forth in the Contract.

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

Edward Dunham, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in the effect or which existed within one (1) year prior to the date of this statement with any party to the project is as follows:

None exist

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director or the bidding company and any other party to the project is as follows:

None exist

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

None exist

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

[Signature]

Subscribed and sworn to before me this 21st day of July, 2020.

[Signature]
Notary Public

My Commission Expires: 1-14-21



NONCOLLUSION AFFIDAVIT

STATE OF OKLAHOMA)
COUNTY OF Creek) §

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

[Signature]

SUBSCRIBED AND SWORN to before me this 21st day of July, 2020.

[Signature]
Notary Public

My Commission Expires: 1-14-21



**CITY OF COWETA
2020 STREET IMPROVEMENTS PROJECT
BASE BID**

Mill and Overlay Location	Approx. Sq Feet	Price to Complete
1. S. 285 th E. Avenue (Country Village Subdiv.)	27,898	\$ 75,700.00
2. S. 286 th E. Avenue (Country Village Subdiv.)	29,926	\$ 40,654.00
3. S. 287 th E. Avenue (Country Village Subdiv.)	31,798	\$ 42,463.00
4. E. 113 th Street S. (Woods at Oak Grove Sub.)	22,126	\$ 34,849.00
Total Cost All Projects		\$ 193,666.00

DATED THIS 21st DAY OF July 2020.

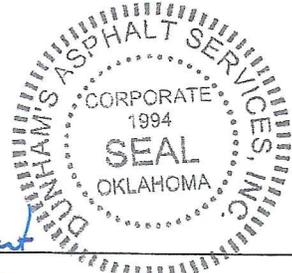
Respectfully submitted,

SIGNATURE: [Signature]

TITLE: President

PRINTED NAME: Edward Dunham

COMPANY: Dunham's Asphalt Services, Inc.



Roadways along schools shall be overlaid during the school summer break or on weekends in order to not disrupt normal traffic flows in the area.

Manholes and valve risers are to be brought to finish grade using riser extensions approved by the City. No manholes or valves are to be paved over. Any manhole or valve found to be paved over will be uncovered, raised and the area around the manhole / riser will be removed at the contractor's expense.

- Mill approximately 29,926 sf. of existing asphaltic surfacing, 2” in depth below gutter face, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site- the Project Area.
 - Remove and dispose of millings from the project area to the City’s sanitary sewer treatment plant at 17099 S 289th E Ave.
 - Sweep and clean all areas of milled paving surfacing and areas of pavement base repair within the Project area as necessary to remove all loose material.
 - Seal all existing cracking of the exposed paving base and areas of paving base repair within the Project area with an ODOT approved bituminous sealer.
 - Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project area.
 - Place 2” of type “B” asphaltic concrete wearing surface in the Project area compacted to 95% of Standard Density, continuous from face of gutter to face of gutter maintaining proper positive gutter drainage through the Project Area.
- 3. Country Village Subdivision: Paving Surface Removal and Replacement on S. 287th E Ave Between E 136th St and 137th Pl S.**
- Mill approximately 31,798 sf. of existing asphaltic surfacing, 2” in depth below gutter face, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site- the Project Area.
 - Remove and dispose of millings from the project area to the City’s sanitary sewer treatment plant at 17099 S 289th E Ave.
 - Sweep and clean all areas of milled paving surfacing and areas of pavement base repair within the Project area as necessary to remove all loose material.
 - Seal all existing cracking of the exposed paving base and areas of paving base repair within the Project area with an ODOT approved bituminous sealer.
 - Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project area.
 - Place 2” of type “B” asphaltic concrete wearing surface in the Project area compacted to 95% of Standard Density, continuous from face of gutter to face of gutter maintaining proper positive gutter drainage through the Project Area.
- 4. The Woods at Oak Grove Subdivision: Paving Surface Removal and Replacement on E 113th St S. Between S. 274th E Ave and S. 277th E. Ave.**
- Mill approximately 22,126 sf. of existing asphaltic surfacing, 2” in depth below gutter face, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site- the Project Area.
 - Remove and dispose of millings from the project area to the City’s sanitary sewer treatment plant at 17099 S 289th E Ave.
 - Sweep and clean all areas of milled paving surfacing and areas of pavement base repair within the Project area as necessary to remove all loose material.
 - Seal all existing cracking of the exposed paving base and areas of paving base repair within the Project area with an ODOT approved bituminous sealer.
 - Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project area.

- Place 2” of type “B” asphaltic concrete wearing surface in the Project area compacted to 95% of Standard Density, continuous from face of gutter to face of gutter maintaining proper positive gutter drainage through the Project Area.

Testing:

The contractor shall provide for density and thickness testing of the sub-base, overlay and new pavement sections. One density and thickness test per block shall be provided. The testing shall be done by a laboratory acceptable to the City. The test results shall be submitted directly from the laboratory to the City.

Cleanup:

At the completion of the work, the contractor shall clean up all areas of the work, remove all excess material and dress the areas as needed and approved by the City.

Project Location Maps



PROPOSAL

TO: CITY OF COWETA
COWETA, OKLAHOMA

Gentlemen:

THE UNDERSIGNED BIDDER, having carefully examined the Specifications, and other Contract Documents of the above project presently on file in the office of the City Clerk, Coweta, Oklahoma; and,

CERTIFIES that he has inspected the sites of the proposed work and has full knowledge of the extent and character of the work involved, construction difficulties that may be encountered, materials necessary for construction, and all other factors affecting or which may be affected by the specified work; and,

HEREBY PROPOSED to enter into a contract to provide all necessary labor, materials, equipment and tools to completely construct and finish all the work required by the Contract Documents hereto attached and other documents referred to herein; to complete said work within ninety (90) calendar days after the work order is issued and to accept in full payment therefore the amounts set forth below for all work actually performed as computed by the Engineer as set forth in the Contract.

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

Edward Dunham, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in the effect or which existed within one (1) year prior to the date of this statement with any party to the project is as follows:

None exist

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director or the bidding company and any other party to the project is as follows:

None exist

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

None exist

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

[Signature]

Subscribed and sworn to before me this 21st day of July, 2020.

[Signature]
Notary Public

My Commission Expires: 1-14-21



NONCOLLUSION AFFIDAVIT

STATE OF OKLAHOMA)
COUNTY OF Creek) §

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

[Signature]

SUBSCRIBED AND SWORN to before me this 21st day of July, 2020.

[Signature]
Notary Public

My Commission Expires: 1-14-21

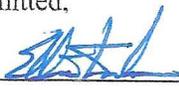


**CITY OF COWETA
2020 STREET IMPROVEMENTS PROJECT
BASE BID**

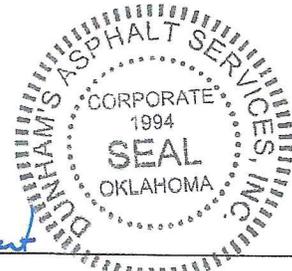
Mill and Overlay Location	Approx. Sq Feet	Price to Complete
1. S. 285 th E. Avenue (Country Village Subdiv.)	27,898	\$ 75,700.00
2. S. 286 th E. Avenue (Country Village Subdiv.)	29,926	\$ 40,654.00
3. S. 287 th E. Avenue (Country Village Subdiv.)	31,798	\$ 42,463.00
4. E. 113 th Street S. (Woods at Oak Grove Sub.)	22,126	\$ 34,849.00
Total Cost All Projects		\$ 193,666.00

DATED THIS 21st DAY OF July 2020.

Respectfully submitted,

SIGNATURE:  TITLE: President

PRINTED NAME: Edward Dunham COMPANY: Dunham's Asphalt Services, Inc.



Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Dunham's Asphalt Services, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 6213 South 103rd West Ave.	Requester's name and address (optional)
6 City, state, and ZIP code Sapulpa, OK 74066	
7 List account number(s) here (optional)	

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
OR									
Employer identification number									
7	3		1	4	5	1	0	8	7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ <u>7-31-20</u>
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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