

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded at the discretion of the elected official.

Date of Request: 7-24-26 Department: OK County Facilities Management

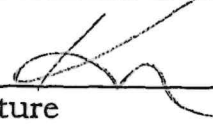
State the nature of the legal request:

Please review construction contract between the PBA and Impact Contractors for the repairs to the entrance ramp of Metro 1. Pending encumbrance of funds.

RECEIVED

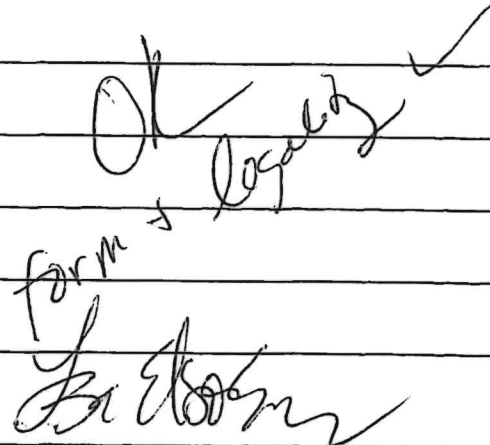
JUL 24 2026

CIVIL DIVISION
DISTRICT ATTORNEY

Signature 

Reply of District Attorney's Office: _____

Date of Reply: 7/28/2026


Assistant District Attorney

CONSTRUCTION CONTRACT

This agreement made between Impact Contractors, hereinafter referred to as Contractor, and the Public Buildings Authority of Oklahoma County, Oklahoma, hereinafter referred to as "PBA".

WITNESSETH:

Contractor and PBA, for the consideration set forth herein, agree as follows:

I. CONSIDERATION:

**PBA Project #P26410-07
Parking Garage Repairs – Metro 1**

For the Proposal, as formally accepted not to exceed the total amount of **One Hundred Forty Thousand, Five Hundred Twenty Dollars and 0/100 (\$140,520.00)**.

II. THE WORK: The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and include all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or part of the project.

III. DESCRIPTION OF WORK: Contractor shall for the above consideration perform the specified work at the Metro Parking Garage, Oklahoma City, Oklahoma as designated in "Attachment A," described as Base Bid as provided by Contractor dated May 19, 2026, and is made a part of this Contract by reference as If attached hereto or written in detail herein.

IV. CONTRACT DOCUMENTS: The contract documents shall consist of this Contract and the following documents:

Plans and Specifications as provided by the Design Engineer or PBA
Request for proposal #P26410-07 issued April 23, 2026
Proposal by Contractor dated May 19, 2026, and awarded July 15, 2025
All Bonds

V. ASSIGNMENT TO CONTRACT: Neither party to this contract shall assign this contract without written consent of the other.

VI. CONTRACT TIME: Work on this project shall commence within ten (10) calendar days from the date on which the work order is issued and completed in Sixty (60) calendar days.

A. The rate of progress shall be such that the whole work will be performed and the premises be cleaned within the time stated herein and in accordance with the contract, plans, and specifications.

VII. SCOPE OF WORK: Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, shall furnish, except as otherwise provided, at his own cost and expense, all services and material for the completion of the work proposed to be done under this contract. Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, will complete the same in a thorough, workmanlike, and substantial

manner in every respect to the satisfaction and approval of the Property Manager and/or the County Engineer, within the time specified herein and in strict accordance with the instructions and information contained in the notice to bidders, instructions to bidders, form or bid or proposal, this Contract, any performance or other surety bond, and the drawings and specifications.

VIII. **LIABILITY FOR DAMAGES:** The PBA, its officers, agents, or employees, shall not in any manner be answerable or responsible for any loss or damage to the work or to any part thereof; to any materials, building, equipment, or other property that may be used or employed therein, or placed on the work site during the progress of the work; for any injury done or damages or compensation required to be paid under any present or future law, to any person, whether an employee of contractor or otherwise; or for any damage to any property occurring during or resulting from the work. The Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, shall indemnify the PBA, its officers, agents and employees, against all such injuries, damages, and compensation arising or resulting from causes other than the PBA's neglect, or that of its officers, agents, or employees.

IX. **INSPECTION OF WORK AND MATERIALS:**

A. The PBA may appoint and employ such persons as may be necessary to act as inspectors or agents for the purpose of supervising in the interest of the PBA, materials furnished and work done as the work progresses.

B. The County Engineer, his inspectors, agents, or representatives and the Oklahoma PBA Property Manager, shall, at all times, have unrestricted access to all parts of the work and to other places where or in which the preparation of materials and other integral parts of the work are being carried on and conducted.

C. Contractor shall provide all facilities and assistance required or requested to carry out the work of supervision and inspection by the County Engineer, his inspectors, agents, representatives, the Oklahoma PBA Property Manager or Oklahoma State Elevator inspector.

D. Inspection of the work by these authorities or their representatives shall in no manner be presumed to relieve in any degree the responsibility or obligations of the Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, or to constitute Contractor an agent of the PBA.

E. No material of any kind shall be used in the work until it has been inspected and accepted by the County Engineer and the Oklahoma PBA Property Manager. All rejected materials shall be immediately removed from the premises. Any materials or workmanship found at any time to be defective shall be replaced or remedied at once regardless of previous inspection. Inspection of materials shall be promptly made, and, where practicable, at the source of supply.

F. Whenever the specifications, the instructions of the PBA, or the laws, ordinances, or regulations of any public authority require work to be specially tested or approved, Contractor shall give the County Engineer and the Oklahoma PBA Property Manager timely notice of its readiness for inspection, and if the inspection is by another authority, of the date fixed for such inspection.

- G. All materials removed from this project shall be disposed of in accordance with all federal, state, city, county and other local laws and established ordinances and regulations. No materials shall be salvaged from the properties by the Contractor, including his agents, employees, subcontractors, independent contractors, and/or independent contractors retained pursuant to this agreement.
- X. TAXES: This project, according to Title 68 O.S. § 1356, and Oklahoma Tax Commission Rules 65-19-056 and 710:65-07-013 is exempt from Sales Tax. The Contractor shall provide a list of Subcontractors and Sub-subcontractors for the Public Buildings Authority approval at a public meeting to approve tax-exempt status. Tax-exempt status will be in effect for this project only and a termination date shall be specified by letter to Contractor and each Subcontractor. Title 68, Section 1356(I) of the Oklahoma Statutes specifies that any person making purchases on behalf of the PBA must certify in writing, on the copy of the invoice or sales ticket to be retained by said purchaser that the purchases are made on behalf of Oklahoma County PBA.
- XI. INSURANCE: Contractor shall not commence work under this contract until he has obtained all insurance required under this section and such insurance has been approved by the County Engineer. Likewise, Contractor shall not allow any approved subcontractor to commence work until all similar insurance has been so obtained and approved. The following insurance shall be required:
- A. Workers Compensation insurance for all of Contractor's employees engaged in work at the site of the project.
- B. Comprehensive public liability and property damage insurance insuring the PBA against any liability, including but not limited to personal injury, accidental death, property damage arising out of the performance of this contract in at least an amount sufficient to satisfy any claims under the Oklahoma Governmental Tort Claims Act, 51 O.S., Secs. 151-171. The insurance policy must contain provisions that the PBA be notified if the insurance carrier intends to cancel or not renew the policy.
- XII. BONDS
- A. For construction or repair of a public or private building, structure, or improvement on public real property, the company that receives the award shall:
1. Furnish a bond with good and sufficient sureties payable to the PBA in a sum not less than the total sum of the contract; or
 2. Cause an irrevocable letter of credit, containing terms the PBA prescribes, to be issued for the benefit of the PBA by a financial institution insured by the Federal Deposit Insurance Corporation in a sum not less than the total sum of the contract.
- B. The bond or irrevocable letter of credit shall ensure the proper and prompt completion of the work in accordance with the contract and shall ensure that the contractor shall pay all indebtedness the contractor incurs for the contractor's subcontractors and all suppliers of labor, material, rental of machinery or equipment, and repair of and parts for equipment the contract requires the contractor to furnish.

XIII. COMPLIANCE WITH LAWS: Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, shall keep himself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of his contract or any extra work, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances, or regulations are mentioned herein, and shall indemnify the PBA, its officers, agents, and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations.

XIV. TERMINATION:

A. FOR CAUSE:

If Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, (1) is adjudged as bankrupt, (2) makes a general assignment for the benefit of his creditors, (3) has a receiver appointed on account of his insolvency, or (4) persistently or repeatedly refuses or fails, in cases for which extension of time in writing is provided, to supply enough properly skilled workmen or proper materials, fails to make prompt payment for materials or labor, persistently disregards laws, ordinances, or instructions of the County Engineer, ceases operations under this Contract at any time or otherwise is guilty of a substantial violation of any provision of this Contract, then the PBA, upon certification of the County Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving Contractor and his surety written notice, terminate the employment of contractor, take possession of the premises and of all materials, tools, and appliances thereon, and finish the work by whatever method the PBA may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price exceeds the expense of finishing the work, including compensation for additional material and administrative services, such excess shall be paid to Contractor. If such expense exceeds the unpaid balance, Contractor shall pay the difference to the PBA. The expenses incurred by the PBA, as herein provided, and the damage incurred through Contractor's default shall be certified by the County Engineer.

B. FOR CONVENIENCE

If the County Engineer determines that a termination is in the PBA 's interest, the PBA may terminate the entire Contract or any portion of the Contract. The County Engineer will provide a written notice of termination to the Contractor specifying the extent of termination and the effective date. After receipt of a notice of termination, the Contractor shall immediately proceed with the following obligations: (1) Stop work as specified in the notice, (2) Place no further subcontractors or orders for materials, services, or facilities, except as necessary to complete the continued portion of the Contract, (3) Terminate all subcontractors to the extent they relate to the work terminated, and (4) Settle all outstanding liabilities and termination settlement proposals arising from the termination of the Contract. If the County Engineer orders termination of all or part of the Contract effective on a certain date, the PBA will pay for completed work at the prorated square footage as of that date.

XV. ACCEPTANCE OF WORK: No act of the PBA, or of any representative, in superintending or directing the work, or any extension of time for the completion of the work, shall be regarded as an acceptance of such work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the Final Resolution approved by the PBA. Before

any final resolution will be allowed, Contractor will be required to swear to and sign a statement of all claims on account of work done and materials furnished under this Contract and that all claims for materials provided or labor performed have been paid and set aside in full. No waiver of any breach of this Contract by the PBA or any acting on its behalf shall be held as a waiver of any other subsequent breach thereof. Any remedy provided herein shall be taken and construed as cumulative.

- XVI. COMPENSATION: The PBA shall pay and Contractor shall receive the prices stipulated in the proposal which is incorporated and made a part of this contract, as full compensation for everything furnished and done by Contractor under this contract, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the work; for all risks of every description associated with the work; for all expenses incurred due to the suspension or discontinuance of the work; and for well and faithfully completing the work as herein provided.
- XVII. PROGRESS AND FINAL PAYMENTS: Partial payments will be made to Contractor for completed engineering and architectural drawing and specifics, material on hand and work performed at Contractor's request but in any event not more often than monthly.
- A. On final completion of the work and settlement of all claims, owner shall pay Contractor the remainder of the contract price. Provided, there shall be retained from such final payment, or from any payments due contractor under this contract, all amounts that may be expended by the PBA for work done or materials furnished in carrying out any of the work done under this contract that Contractor has failed to do to the satisfaction of the designated agents of the PBA; all amounts that may be necessary to pay for labor, tools, plant, and materials engaged and used in the work and for which Contractor has failed to pay; by the terms of the contract or any laws of the State of Oklahoma, the PBA is or may be authorized to reserve and retain.
 - B. Acceptance by Contractor of the final estimate and the final payment by the PBA to Contractor shall be a release of the PBA from all claims and liabilities to Contractor for anything done or furnished for or relating to the work, or for any act, neglect, fault, or default of the PBA or of any person relating to or affecting the work.
 - C. Five percent (5%) of all partial payments made shall be withheld as retainage. At any time the Contractor has completed in excess of fifty percent (50%) of the total Contract amount as certified by the architect, the retainage shall be reduced to two and one-half percent (2.5%) of the amount earned to date if the Owner has determined that satisfactory progress is being made, and upon approval by the surety. A detailed list of materials suitably incorporated or stored on site must accompany each request for payment.
 - D. Invoices will be issued by Contractor for all work performed under terms of this Contract. Invoices are due and payable on receipt.
 - E. The Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, shall keep an accurate record of each workman showing his name, address, social security number, work classification, hourly wage paid, total paid, overtime hourly wage paid, and the occupation of each workman employed by them, in connection with the project, and showing also the actual wages paid to each workman, which record shall be certified and shall be open at all reasonable hours to the inspection of the PBA, its officers and agents at the principal office

of the Contractor. Upon completion of the project, the Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, shall forward a certified copy of the records to the PBA.

- XVIII. INCORPORATION OF PROVISIONS REQUIRED BY LAW: Each provision and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the contract shall be amended to make such insertion on application of either party.
- XIX. MODIFICATIONS: The PBA may modify this contract with respect to the arrangement, character, alignment, grade, or size of the work or appurtenances whenever in its opinion it shall deem it necessary or advisable to do so. Contractor shall accept such modifications when ordered in writing by the County Engineer and approved by the governing board. Any such modifications shall not subject contractor to increased expenses without equitable compensation which compensation shall be determined by the County Engineer and by the governing board. If any modification results in a decrease in the cost of work involved, an equitable deduction from the contract price shall be made. Such deductions shall be determined by the County Engineer. The determination of any such additional compensation or deduction shall be based on the bids submitted and accepted. No modifications in the work shown on the plans and described in the specifications shall be made, unless the nature and extent thereof has first been certified by the County Engineer in writing and sent to Contractor.
- XX. COMPLETENESS OF CONTRACT: The written terms and provisions of this contract shall supersede all prior verbal statements of any officer or other representative of the PBA, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this contract or the contract documents.
- XXI. GUARANTY OF WORK:
- A. Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, agrees to guarantee all work under this contract for a period of one (1) year from the date of final settlement thereof, contractor agrees to provide extended warranties on materials and labor to the extent offered by any manufacturer whose product is used on this project.
 - B. If any unsatisfactory condition or damage develops within the time of this guaranty due to workmanship that is defective, inferior, or not in accordance with the contract, Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, shall, whenever notified by the PBA, immediately place such guaranteed work in a condition satisfactory to the PBA and make repairs of all damage to the buildings, equipment, and grounds made necessary in the fulfillment of the guaranty.
 - C. If Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, fails to proceed promptly to comply with the terms of any guaranty under this contract, Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, agrees that the PBA may have such work performed as the PBA considers necessary to fulfill such guaranty or may allow

the damage or defective work to remain as it is. In the first instance, Contractor shall promptly pay the PBA such sums as were expended in fulfilling the guaranty; in the second instance, he shall promptly pay the PBA such sums of money as it would have been necessary to expend to fulfill them. Usual wear and tear and the results of accidents not chargeable to Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, and are excepted from the above requirements. Everything necessary for the fulfillment of any guaranty must be done without any expense to the PBA.

XXII. GOVERNING LAW: The Contract shall be governed by the law of the place where the Project is located, that being the State of Oklahoma.

XXIII. OWNER IS A SUBDIVISION OF THE STATE OF OKLAHOMA

A. It is expressly understood that the PBA under this Contract is a subdivision of the State of Oklahoma and consequently may only contract within the limitations provided by the Oklahoma law. Notwithstanding any other provision to the contrary hereinbefore set forth, the provisions of this Article shall control any other provision of this Contract.

B. Contractor shall not perform any work contemplated within the meaning of "the Work" described in Paragraph II herein, until the Contractor receives a Purchase Order from the PBA showing that the full amount of the obligation created pursuant to this Contract for the project has been encumbered within an unencumbered amount previously appropriated for such purpose. For the purpose of this Contract it is understood and agreed that the full amount of the obligation created pursuant to this Contract is no more than **One Hundred Forty Thousand, Five Hundred Twenty Dollars and 0/100 (\$140,520.00)**.

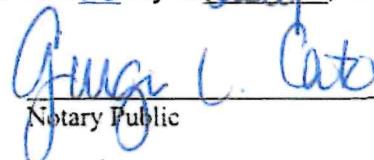
In the event that a Change Order is approved pursuant to the terms of this Contract, and the terms of said Change Order require payment of any sum in addition to the sum immediately aforesaid, Contractor shall not perform any work contemplated within the scope of said Change Order until Contractor receives a Purchase Order from the PBA showing that the full amount of the obligation created pursuant to said Change Order has been encumbered within an unencumbered amount previously appropriated for such purpose in the budget of the PBA for the PBA's Fiscal Year within which the Change Order is approved.

CONTRACTOR:

Impact Contractors
10986 S. 265th E. Avenue
Broken Arrow, Oklahoma 74014

Signed before me this 20 day of July, 2026.


Contractor


Notary Public

Jim Chappell, President
Printed Name and Title

1/19/2028
My Comm. Expires



IN WITNESS WHEREOF, the parties have executed this agreement this ____ day of _____, 2026.

PUBLIC BUILDINGS AUTHORITY
OKLAHOMA COUNTY, OKLAHOMA

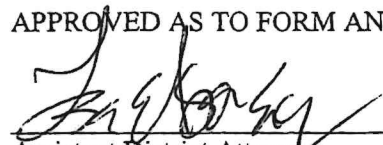
Chairman

Member

Member

ATTEST:

APPROVED AS TO FORM AND LEGALITY THIS 28 DAY OF July, 2026.



Assistant District Attorney

Attachment "A"

Selection of Lowest and Best Bidder

Of

P26410-07- Parking Garage Repairs – Metro 1

Award Number: 10-2026

Date: July 15, 2026

Bid Number: P26410-07

Bid Period: Date of Award through Date of Completion

Impact Contractors
10986 S. 265th E. Avenue
Broken Arrow, OK, 74014
Jim Chappell
Phone: 918.869.8451
Email: jchappell@impact-contractors.com

OKLAHOMA COUNTY, OKLAHOMA
OKLAHOMA COUNTY PURCHASING AGENT

This is not a Purchase Order. This is only a notice to the successful bidder. No order may be placed without a Purchase Order being issued by Oklahoma County.

Attest:

Marissa Ineart 
County Clerk
(SEAL)

Public Buildings Authority
Of Oklahoma County, Oklahoma

Brian Maughan
Chairman

Jason Lowe
Member

Paul Foster
Member

INTEROFFICE MEMO

Date: July 15, 2026

From: Ashley McMichael

Subject: Recommendation for P26410-07 – Parking Garage Repairs Metro 1

.....

Invitations to bid were sent to Oklahoma County registered vendors and published on multiple online platforms. Seven bids were received back and evaluated from Brooke Towne Contractors, Structural Waterproof and Restoration, Impact Contractors, Restek Inc., Terra Construction, LLC., ICGM Group and Union City Machine.

The Architect/Engineer of Record for this project is ZFI Engineering.

On May 5th, 2026 a mandatory prebid meeting was conducted where approximately ten (10) different companies attended. This was led by ZFI Engineering and Keith Monroe.

Based upon final evaluation of the tabulation of bids received and recommendations from both ZFI and Keith Monroe, I am recommending award to the lowest and best bidder, Impact Contractors.

Lowest and best award is based on awarded bidder's understanding of project requirements and ability to complete the job as specified in plans and drawings, as well as submittal of all requested references and required documents.

Total Bid Amount of \$140,520.00.



OKLAHOMA COUNTY PUBLIC BUILDING AUTHORITY

P26410-07 Parking Garage Repairs

SOLICITATION TYPE

☒ (ITB) Invitation To Bid

Solicitation Issue Date:

April 23rd, 2026

MANDATORY Pre-bid Meeting Date:

May 5th, 2026, at 2:30pm

Questions Due Date & Time:

May 6th, by 5:00pm

Bid Opening/BOCC Meeting:

May 19th, 2026, by 5:00pm

***Bids are Due on **May 19th, 2026** by 5:00pm. Bids will be **opened** at the next regularly scheduled Public Building Authority Meeting.

Return SEALED BID To:

Oklahoma County Clerk's Office

Attn: SEALED BID

320 Robert S. Kerr, Suite 203

Oklahoma City, OK 73102

Bidder's FEI/SSN: 84-3460794
Company: IMPACT Contractors, LLC
Address: 10986 S. 265th E. Ave
Broken Arrow, OK 74014
Contact name: Jim Chappell
(918)
Phone Number: 669-8451 Fax No. _____
Email Address: jchappell@impact-contractors.com

**Oklahoma County Public Building
Authority Parking Garage Repairs**

Contact Information

Purchasing

Phone Number: (405)-713-1489

E-mail: purchasing@oklahomacounty.org



OKLAHOMA COUNTY
NONCOLLUSION AFFIDAVIT FORM
REQUIRED FOR COMPETITIVE BID

Date: April 23rd, 2026

Bid/RFQ #: P26410-07

Description: Oklahoma County Parking Garage Repairs

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

No person, firm or corporation who is convicted of or pleads guilty to a felony involving fraud, bribery, and corruption or sales to the State or to any of its political subdivisions may make sale of real or personal property to Oklahoma County.

Affiant further states that full payment shall be made of all indebtedness incurred by such contractor or his subcontractor who performs work in performance of any contract using labor, and or materials or repairs to and parts for equipment used and consumed in performance of a contract with Oklahoma County. False execution of this affidavit shall constitute perjury and is punishable as provided by law.

Company Name: IMPACT Contractors, LLC
Bidder's Name and Title (Type or Print): John Chappell, President
Bidder's Signature: [Signature] Date: 5/8/26

NOTARY PUBLIC (or CLERK or JUDGE)

Ginger L. Cato



Subscribed and sworn before me this 18th day of May, 20 26
My Commission Expires 1/19/2028 My Commission No. is 1074

Based on S.A. & I. Form 1-0425 (2000)



Based on S.A&I. Form 1-4001 (2005)
Revised form for Oklahoma County approved by S.A&I. August 19, 2002

AFFIDAVIT FOR CONTRACTS AND PAYMENTS

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

The Undersigned (Architect, Contractor, Supplier or Engineer), of lawful age, being first duly sworn, on oath states that this contract is true and correct, and that the Affiant is the President (title) for IMPACT Contractors, LLC (name of contractor), and that the affiant is authorized by the Contractor to sign this Affidavit and thereby bind both the Affiant and the Contractor.

Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the Affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

That the Affiant understands and agrees that the Affiant, by signing this Affidavit under oath, hereby represents and warrants that the Contractor is in compliance with Resolution No. 279-99 adopted by the Board of County Commissioners of Oklahoma County [(the "Board")] on 10-4-99, which provides that no officer or employee of Oklahoma County, whether hired, elected or appointed, shall be interested, directly or indirectly, in any contract for services, work materials, supplies or equipment, or the profits thereof, or in any purchase made for or sales made by, to or with Oklahoma County, AND ALL SUCH CONTRACTS IN VIOLATION OF SUCH RESOLUTION SHALL BE ABSOLUTELY VOID; provided, however, the following shall not be in violation of such resolution: (a) contracts entered into by the Board with publicly held corporations; or (b) contracts entered into by the Board that arise from settlements or arrangements of claims or lawsuits brought by or against Oklahoma County that are being prosecuted or defended by the office of the District Attorney; (c) the depositing of funds or contracts for the depositing of funds in a bank or other depository; or (d) contracts entered into by the Board with an individual or organization that is the only reasonably available source for the work, services, or materials sought by the Board.

IMPACT Contractors, LLC
Business name of Contractor, Architect, Supplier or Engineer

By [Signature]

Printed Name of Affiant: Jim Chappell
Individually and on behalf of the Contractor

NOTARY PUBLIC (or CLERK or JUDGE)

Ginger L. Cato



Subscribed and sworn before me this 18th day of May, 20 20
My Commission Expires 1/19/2028 My Commission No. is 1074

Note: 62 OKL.ST.ANN. §§ 310.9 (B), authorizes counties executing more than one contract, exceeding \$25,000.00 during the fiscal year, with an Architect, Contractor, Engineer or Supplier of Construction Materials to accept one affidavit applying to all work, services, or materials completed or supplied under the terms of awarded contracts, or which are needed on a continual basis; such affidavit to be in lieu of all individual affidavits for each invoice submitted in relation to such contract.



**OKLAHOMA COUNTY PURCHASING
CONFLICT OF INTEREST FORM**

Date: April 23rd, 2026

Bid/RFQ #: P26410-07

Description: Oklahoma County Parking Garage Repairs

I certify that neither I, nor my immediate family, to the best of my knowledge, possess any financial interest whatsoever with any employee, officer, or agent of Oklahoma County which is in any way involved in this solicitation. Should any employee, officer, or agent of Oklahoma County in which I or my immediate family have a financial interest, receive quotes or proposals, I will reveal immediately such interest to the Director of Purchasing. Further, I acknowledge my obligation to disclose in like manner any friendships; family or social relationships; past, present, or planned employment relationships, or any other type of relationship, such as housing or transportation arrangements, which might be perceived as compromising the independent judgment in connection with this solicitation.

Date: 5/18/2026 Signature 
Name and Title: Jim Chappell, President

SECTION 1 GENERAL PROVISIONS

1. Explanation to Bidders.

Bidders who need clarification shall contact the Purchasing Agent shown on the ITB/RFP. Oral explanations or instructions given before award of a bid will not be binding. Any information given a bidder concerning a solicitation will be provided promptly to all other bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would preclude other bidders.

2. Type of Solicitation.

This is a firm fixed price for the services specified.

3. Preparation of Bids.

- a. Bidders are expected to examine the solicitation, statement of work, instructions, and all amendments. Failure to do so will be at the bidder's risk.
- b. Each bidder shall provide the information required by the solicitation. Bids shall be typewritten or written in ink, notarized with original signatures. Penciled bids, faxed or emailed bids will not be accepted. The person signing the bid shall initial erasures or other changes.
- c. Bid price shall be entered on the form provided or a copy thereof.
- d. If supplier wishes to bid "all or none" this must be clearly shown on the bid.
- e. Recipients of this solicitation not responding with a bid shall return only the front sheet annotated with "no bid", their company name and address.

4. Changes.

No alteration in any of the terms, conditions, price, quality, scope, or specification of this solicitation will be effective without written consent of the Purchasing Agent or appropriate Purchasing Officer.

5. Amendments to Invitation to Bid.

- a. If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.
- b. Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment form. County Purchasing Department must receive the acknowledgement by the opening time and date specified for receipt of bids.

6. Rejection.

All services acquired herein are subject to approval by the County. Any rejection of services and remedy thereof, resulting because of nonconformity to the terms and specifications of this solicitation, will be at the Vendor's risk and expense.

7. Oral Agreements.

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All modifications to the solicitation must be made in writing by the County Purchasing Department.

8. Bid Compliance.

The County reserves the right to reject any bid that does not comply with the requirements and specifications of the solicitation. A bid shall be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the County.

9. Evaluation and Award.

The County shall evaluate bids in response to this solicitation and will award to the lowest responsible bidder.

- a. The County shall evaluate bids in response to this solicitation and shall award to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- b. Evaluation criteria may include, but is not limited to the operational cost to the County, quality and/or technical competency, delivery and/or implementation schedule, maximum facilitation, data exchange and/or integration, vendor stability, best solution to proposed planning documents and/or strategic program, vendor experience, vendor prior performance, vendor expertise with similar scope, extent and quality of proposed participation and acceptance of all user groups, proven methodology and tools, innovative use of current technologies and quality results by vendor.
- c. The County must award only to responsible contractors possessing the ability to perform successfully under the terms and conditions of proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- d. This solicitation will not and does not include any state or local geographic preference for local contractors
- e. The County may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.
- f. The County reserves the right to accept by item/category, group of items/categories, or by the total bid.
- g. The County may make multiple awards for the same or similar services to two or more sources under this solicitation.

10. Notice of Award.

A notice of award letter signed by the Oklahoma County Commissioners will be furnished to each successful bidder. The award notice is ONLY a notice to the successful bidder(s). No work must be performed without a purchase order being issued by Oklahoma County.

11. Invoicing Instructions.

- a. The invoice shall state the name and address of the firm and shall be sufficiently itemized to clearly describe each item purchased, the unit price when applicable, the number or volume of each item purchased, the total purchase price, purchase order number, and the date of the purchase.
- b. The vendor shall be paid upon submission and approval of proper invoices at the prices stipulated within the awarded bid. Invoices shall contain the purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment.
- c. Oklahoma County payment terms are Net 30 days from receipt of invoice, after services are rendered.

12. Identification.

All invoices, instruction manuals, and other written documents in relation to this solicitation shall contain the applicable purchase order number.

13. State and Federal Taxes.

Purchases made by the County are exempt from State Sales Taxes (68 Okla. Stat. 71&23532) and from Federal Excise Taxes (Chapter #32 of the Internal Revenue Code). These taxes should not be included in price quotation. Exemption certificates will be furnished upon request.

14. Warranty.

- a. The successful bidder agrees that the supplies or services furnished under this award shall be covered by the most favorable commercial warranties the Supplier gives to any customer for such supplies or services; and rights and remedies provided herein are in addition to and do not limit any rights afforded to Oklahoma County by any other term of this bid.
- b. Vendor warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed except that if a particular purpose is stated, the material must then be fit for that particular purpose.

15. No Conflicts Provision: The Contractor, by signing this bid/proposal, hereby represents and warrants that the Contractor is in compliance with Resolution No. 279-99 adopted by the Board of County Commissioners of Oklahoma County (the "Board") on October 4, 1999, which provides that no officer or employee of Oklahoma County, whether hired, elected or appointed, shall be interested, directly or indirectly, in any contract for services, work, materials, supplies or equipment, or the profits thereof, or in any purchase made for or sales made by, to or with Oklahoma County, AND ALL SUCH CONTRACTS IN VIOLATION OF SUCH RESOLUTION SHALL BE ABSOLUTELY VOID; provided, however, the following shall not be in violation of such Resolution:

- a. contracts entered into by the Board with publicly held corporations; or
- b. contracts entered into by the Board that arise from settlements or arrangements of claims or lawsuits brought by or against Oklahoma County that are being prosecuted or defended by the office of the District Attorney;
- c. the depositing of funds or contracts for the depositing of funds in a bank or other depository; or
- d. contracts entered into by the Board with an individual or organization that is the only reasonably available source for the work, services, or materials sought by the Board.

16. Construction Project Bid Requirements (Construction Contracts Only as required by law).

The Contractor, by signing this bid/proposal hereby represents and warrants that the Contractor is in compliance with Oklahoma State Statute Title 61 Section 107.

- a. A bidder on a public construction contract exceeding One hundred Thousand Dollars (\$100,000.00) shall accompany the bid with:
 1. 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; or
 2. An irrevocable letter of credit containing terms the Construction and Properties Division of the Department of Central Services prescribes, issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation for the benefit of the state, on behalf of the awarding public agency, in an amount equal to five percent (5%) of the bid. The awarding public agency shall deposit the irrevocable letter of credit with the Division.
- b. The cost of republication of the notice to bidders, actual expenses incurred by reason of the bidder's default and the difference between the low bid of the defaulting bidder and the amount of the bid of the bidder to whom the contract is subsequently awarded, but

not to exceed the amount of the certified check, cashier's check, bid bond or irrevocable letter of credit may, at the discretion of the awarding public agency, be forfeited to the awarding public agency in the event the apparently successful bidder fails to execute the contract or fails to provide the required bonds or irrevocable letters of credit and insurance to the awarding public agency.

- c. The public agency shall, upon receipt of notice from the awarding public agency, return a certified or cashier's check, bid bond, or irrevocable letter of credit to the successful bidder on execution and delivery of the contract and required bonds or irrevocable letters of credit and insurance. Checks of unsuccessful bidders shall be returned to them in accordance with the terms of the bid solicitation.
- d. Nothing contained herein shall be construed so as to prevent the awarding public agency or the courts from exonerating the bidder and other parties to the bid security document from liability upon a timely showing that the bidder committed what the courts have determined under the common law to be an excusable bidding error and for that reason it would not be equitable to enforce the bid security.

17. Execution of Contract (Construction Contracts Only as required by law) Title 61 O.S. §113.

- a. Except as otherwise provided by law, within the period of time, not to exceed sixty (60) days, specified in the bid notice by the awarding public agency, a contract embodying the terms set forth in the bidding documents shall be executed by the awarding public agency and the successful bidder. No bidder shall obtain any property right in a contract awarded under the provisions of the Public Competitive Bidding Act of 1974 until the contract has been fully executed by both the bidder and the awarding public agency.
- b. Except as otherwise provided by law, within the period of time specified in subsection A of this section, the following shall be provided by the contractor to the awarding public agency for contracts exceeding One Hundred Thousand Dollars (\$100,000.00):
 - 1. A bond or irrevocable letter of credit complying with the provisions of Section 1 of this title;
 - 2. A bond in a sum equal to the contract price, with adequate surety, or an irrevocable letter of credit containing terms prescribed by the Construction and Properties Division of the Department of Central Services issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation for the benefit of the state, on behalf of the awarding public agency, in a sum equal to the contract price, to ensure the proper and prompt completion of the work in accordance with the provisions of the contract and bidding documents;
 - 3. A bond in a sum equal to the contract price or an irrevocable letter of credit containing terms as prescribed by the Division issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation for the benefit of the state, on behalf of the awarding public agency, in a sum equal to the contract price, to protect the awarding public agency against defective workmanship and materials for a period of one (1) year after acceptance of the project; and
 - 4. Public liability and workers' compensation insurance during construction in reasonable amounts. A public agency may require the contractor to name the public agency and its Architects or Engineers, or both, as an additional assured under the

public liability insurance, which requirement, if made, shall be specifically set forth in the bidding documents.

- c. A single irrevocable letter of credit may be used to satisfy paragraphs 1, 2 and 3 of subsection B of this section, provided such single irrevocable letter of credit meets all applicable requirements of subsection B of this section. If the contractor needs additional time in which to obtain the bond required pursuant to subsection B of this section, the contractor may request and the awarding agency may allow the contractor an additional sixty (60) days in which to obtain the bond.
- d.
 - 1. After the award of a contract, but prior to its execution, an awarding public agency, upon discovery of an administrative error in the award process that would void an otherwise valid award, may suspend the time of execution of the contract. The agency may rescind the award and re-advertise for bids, or may direct correction of the error and award the contract to the lowest responsible bidder, whichever shall be in the best interests of the County.
 - 2. If the awarding public agency has a governing body, the agency shall, at the next regularly scheduled public business meeting of the governing body of the agency, upon the record, present to the governing body that an error has been made in the award process and shall state the nature of the error. The governing body, upon presentation of the facts of the error, may rescind the award and re-advertise for bids, or may direct correction of the error and award the contract to the lowest responsible bidder, whichever shall be in the best interests of the County.
- e. No public agency shall require for any public construction project, nor shall any general contractor submit a project bid based on acquiring or participating in, any wrap-up, wrap-around, or controlled insurance program. For the purposes of this subsection, "wrap-up, wrap-around, or controlled insurance program" means any insurance program that has the effect of disabling or rendering inapplicable any workers' compensation, commercial general liability, builders' risk, completed operations, or excess liability insurance coverage carried by a subcontractor that is engaged or to be engaged on a public construction project.
- f. This act shall not apply to the public construction projects of constitutional agencies which had authorized a wrap-up, wrap-around, or controlled insurance program on or before April 11, 2000.

SECTION 2 FEDERAL PROVISIONS

1. Small, Minority, and Women-Owned Businesses.

The County will take affirmative steps to solicit and include small, minority, and women-owned businesses in an effort to encourage participation and fair competition in providing supplies/services described in this solicitation.

2. Equal Employment Opportunity.

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that

employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- f. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- g. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- h. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- i. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (i) in every subcontract or purchase order

unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

3. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. Withholding for unpaid wages and liquidated damages. The FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

4. Clean Air Act (42 U.S.C. 7401-7671q.)

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended

- a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Debarment and Suspension (Executive Orders 12549 and 12689)

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. Procurement of Recovered Materials

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

8. Access to Records.

The following access to records requirements apply to this contract:

- a. a. All records pertaining to the funded project are subject to the provisions set out in 2. C.F.R. § 200.334 which require that records shall be retained for a period not less than three (3) years available to federal agencies for project compliance and accounting reviews. The records and their location are to be identified by request and in a manner that is available to all authorized parties.
- b. The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative(s) access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- c. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- d. The Contractor agrees to provide the FEMA Administrator or his authorized representative(s) access to construction or other work sites pertaining to the work being completed under the contract.
- e. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

10. DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

12. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

13. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

REMAINDER OF PAGE LEFT BLANK



OKLAHOMA COUNTY PURCHASING
DEBARMENT AND SUSPENSION STATEMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (Executive Order 12549, Debarment and Suspension, 34 CFR Part 85)

Consultant certifies to the best of its knowledge and belief, that it and its principals:

- (a) ☐ Are ☒ are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) ☐ Have ☒ have not within a three-year period preceding award of this consulting agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) ☐ Are ☒ are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (b) above; and
- (d) ☐ Have ☒ have not within a three-year period preceding award of this consulting agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.



Consultant Signature



Typed or Printed Name

5/18/2020

Date

P26410-07

Contractual Agreement No.

If available, please provide:

DUNS #: 12-119-1541

CAGE #: 94M64



OKLAHOMA COUNTY PURCHASING
BYRD ANTI-LOBBYING CERTIFICATION FORM

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, IMPACT Contractors, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jim Chappell, President

Name and Title of Contractor's Authorized Official

5/18/2026

Date

SECTION 3 PURCHASING AND BID REGULATIONS

1. Vendors wishing to do business with the County should be included on the "Bidder List" maintained by the Purchasing Department. All vendors are eligible for consideration.
2. Vendors wishing to be added to Oklahoma County's "Bidder List" can subscribe via e-mail at purchasing@oklahomacounty.org.
3. Removal from "Bidder List"
 - a. Removal or Suspension.

The Purchasing Agent may remove any vendor on the "Bidders List" for such period of time as is deemed necessary by the Purchasing Agent.
 - b. Cause for Removal or Suspension.

The following shall be deemed sufficient grounds for removal, suspension or cancellation of award.

 1. Three (3) consecutive failures to respond to the Notice to Bid.
 2. Failure to post satisfactory performance bond when required.
 3. Consistent failure to conform to bid award specifications.
 4. Failure to make timely delivery.
 5. Failure to keep bid firm for the time specified on the Notice to Bid.
 6. Collusion with others to restrain competitive bidding.
 7. Bankruptcy or other evidence of insolvency of the bidder.
 8. Giving false or misleading information to register or to submit a bid.
 9. Any violation of these rules and regulations or other evidence indicating the vendor is no longer qualified to do business with the County.
4. Notice of removal or suspension may be appealed in writing within ten (10) working days after notice of removal or suspension.

3.1 BID REGULATIONS

1. **Bid Selection.**
 - a. Unless otherwise provided by law, all public construction contracts exceeding One Hundred Thousand Dollars (\$100,000.00) shall be let and awarded to the lowest responsible bidder, by open competitive bidding after solicitation for sealed bids, in accordance with the provisions of the Public Competitive Bidding Act of 1974. No work shall be commenced until a written contract is executed and all required bonds and insurance have been provided by the contractor to the awarding public agency.
 - b. If no timely bid is received after bid notices have been published on any proposed public construction contract which does not exceed One Hundred Thousand Dollars (\$100,000.00), the County may negotiate the contract with a prospective contractor as outlined in the Public Competitive Bidding Act of 1974, pursuant to Title 61 O.S. §119.1.
2. **Bid Form Requirements**
 - a. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted on the approved form. All bids, quotations, and proposals shall be typewritten or written in ink. Any corrections to this instrument shall be initialed in ink.

- b. This form must be made out in the name of the bidder and must be properly executed by an authorized person, in ink, and notarized with full knowledge and acceptance of all its provisions.
- c. Bids and any bid amendments thereto shall be submitted in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. **BID NUMBER AND BID OPENING DATE MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER AND MUST BE IDENTIFIED AS "SEALED BID".**

3. **Bid Contents**

- a. Entire Agreement. The General Terms & Conditions of this solicitation, together with the specifications and any other documents made a part of the bid package, shall constitute the entire agreement between the parties.
- b. Amendments. An amendment will be issued for any changes or waivers of specifications, terms, or conditions of a bid. This amendment must be issued by the County Purchasing Department.
- c. Offer Firm for Thirty Days. Bid prices will be firm until approved by the Board of County Commissioners or for thirty (30) calendar days from the bid opening date.
- d. Unit and Total Prices. Prices per unit should be clearly shown and extended. Bidder guarantees the unit price to be correct.
- e. Alternate Bids. An alternate bid may be considered when accompanied by complete specifications and pertinent information.
- f. Non-Acceptance of Split Award - "All or None Bid". The Board reserves the right to make an award to items or groups of items listed on a bid. If the vendor wishes to bid All or None this must be stated on the bid.

4. **Bid Security.** When the bidder makes a deposit, it is a guarantee that, should they be the successful bidder, they will perform in accordance with the terms and conditions specified.

- a. This security may be in the form of a certified check or cashier's check, a bid bond or performance bond.
- b. Bid security may be required for out-of-state bidders, service contract bidders and other special circumstances as needed by the County.
- c. When bids requiring security are opened, a record will be kept by the County. All bidders will receive their deposit back after compliance by the successful bidder.

3.2 **SUBMISSION REGULATIONS**

- 1. **Sealed Envelope.** Bids must be submitted in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. **BID NUMBER AND BID OPENING DATE MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER AND MUST BE IDENTIFIED AS "SEALED BID".**

See illustration on next page.

Vendor Name
Vendor Address

Oklahoma County Clerk's Office
ATTN: SEALED BID
320 Robert S. Kerr, Suite 203
Oklahoma City, OK 73102

Bid P26410-07 Oklahoma County Parking Garage Repairs
Due Date/Time: May 19th, 2026, by 5:00pm

2. **Where to Submit.** Bids are to be mailed or submitted to the Oklahoma County Clerk's Office, ATTN: SEALED BID, 320 Robert S. Kerr, Suite 203, Oklahoma City, OK 73102 between the hours of 8:00 AM and 5:00 PM (Central Local Time) Monday through Friday excluding County observed holidays.
3. **Change or Withdrawal of Bid.** A bid may not be changed or withdrawn after it has been received unless changes are to be made by submission of a substitute bid or a letter may be submitted to the Purchasing Agent withdrawing a bid before the bid due date which will be returned to the vendor.
4. **Late Bids.** By definition, local time is the time clock located in the Oklahoma County Clerk's Department and is synchronized with the County's computer system. The time/date clock in the Oklahoma County Clerk's Department shall be the official time of receipt. Bids received after the due date & time listed on the solicitation will be rejected. Late bids shall not be accepted. Late bids will be returned to the vendor unopened.
5. **Rejected Bids.** Any bid which does not meet the requirements or specifications of the solicitation or is unsuitable for the intended use, or does not comply with these rules and regulations may be rejected. The County Commissioners reserve the right to reject any or all bids when such is deemed in the best interest of the County.

REMAINDER OF PAGE LEFT BLANK

3.3 TERMINATION REGULATIONS

Subject to the provisions below, the award derived from this Invitation to Bid or Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this award may be extended upon written approval of the County until said work or services are completed and accepted.

1. Termination of Convenience

This award shall be considered to be in force until the expiration date or until 30 days after notice has been given by either party of its desire to terminate.

2. Termination for Default

Termination by the County for cause, default, or negligence on the part of the Bidder shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the award shall be cancelled and the County will not be obligated to pay the Contractor for any amount past the date of notification of termination. The County shall have sole discretion to cancel said award based on non-appropriation of funds for whatever reason.

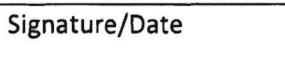
4. Immediate Termination

Immediate termination shall be administered when violations are found to be an impediment to the function of the County and detrimental to its cause, or when conditions preclude the 30-day notice.

3.4 PROTEST PROCEDURES

A supplier shall submit written notice to the Purchasing Director of a protest of an award by the county within ten (10) business days of award. The supplier protest notice shall state all facts and reasons for protest.

REMAINDER OF PAGE LEFT BLANK

Vendor Name / Address: IMPACT Contractors, LLC 10986 S. 265 th E Ave Broken Arrow, OK 74014	Oklahoma County Central Purchasing 320 Robert S. Kerr, Suite 203 Oklahoma City, OK 73102
Printed Name/Title of Signer Jim Chappell, President	Name of Purchasing Officer or Agent Lauren Adkison
Signature/Date  5/18/2020	Signature/Date 

P26285-07 Metro Parking Garage Repairs

REVISED - PRICE SHEET

PRICING

- Pricing will include all parts, materials, and labor for the described scope of work.
- This bid will be awarded as "all or none"

Having carefully examined the specifications and other contract documents, and having fully investigated the location, character and extent of the work to be done and the materials to be furnished in connection with the construction of the improvements as set forth in the plans and specifications and being familiar with the type of construction work involved, the undersigned hereby proposes to furnish all tools, appliances, equipment, materials, labor and all minor items necessary to provide a finished project, ready for operation and to construct and complete the project in a thorough, workmanlike and satisfactory manner in accordance with the plans and specifications therefore and the documents attached hereto, to the satisfaction of the County Engineer and/or County Facilities Director and to the satisfaction and acceptance of the work by the County for the following pricing as set out herein. The pricing listed includes all payment due for full performance of the project work.

PRICING FOR BID:

ITEM

UNIT

TOTAL

BASE BID

LUMP SUM

\$140,520⁰⁰

BASE BID WRITTEN OUT

One hundred forty thousand five hundred twenty dollars

ITEM – ALTERNATES – DETAILED DESCRIPTIONS MUST BE LISTED ON THE EXCEPTIONS PAGE, ADDITIONAL PAGES IF NEEDED.

ALTERNATE NO. 1

LUMP SUM

N/A

ALTERNATE NO. 2

LUMP SUM

N/A

NUMBER OF DAYS FOR COMPLETION: 60 Calendar days from beginning of work

WARRANTY OFFERED: 1 year on workmanship & materials

AUTHORIZED REPRESENTATIVE INITIALS

SCU

AVAILABILITY TO BEGIN PROJECT: June 15, 2026

SPECIAL CONDITIONS/PROVISIONS: _____

TOTAL BID AMOUNT: \$140,520⁰⁰

AMOUNT WRITTEN OUT: One hundred forty thousand five hundred twenty dollars

Contractor Signature

[Signature]

GRANITE RE, INC.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Impact Contractors, LLC

as principal, hereinafter called the Principal, and

Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134

a corporation duly organized under the laws of the State of Minnesota as Surety, hereinafter called the Surety,
are held and firmly bound unto Oklahoma County Public Building Authority
320 Robert S Kerr, Ste. 203 Oklahoma City, OK 73102

as Oblige, hereinafter called the Oblige, in the sum of

Five Percent of the Bid Amount, Dollars (\$ 5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Project: P26410-07 Parking Garage Repairs

Bid Date: May 19, 2026

The conditions of this Bond are such that if the Oblige within such time period as may be agreed to by the Oblige in accordance with the terms of such bid, and give surety admitted in the jurisdiction of the Project as for the prompt payment of labor and material furnished amount of this Bond, between the amount specified another party to perform the work covered by said bid. The Surety hereby waives any notice of an agreement the bid. Waiver of notice by the Surety shall not acceptance of bids, and the Oblige and Principal shall

When this Bond has been furnished to comply with Bond conflicting with said statutory or legal requirement other legal requirement shall be deemed incorporated bond and not as a common law bond.

Signed and sealed this 19th day of May

*Jim Chappell, President,
is currently out of
state, will sign
upon return -*

in the bid documents or a contract with the Oblige Contract Documents, with a variance of such Contract and difference, not to exceed the time in good faith contract with main in full force and effect. which the Oblige may accept or reject beyond the time for (60) days.

reject, any provision in this Bond forming to such statutory or legal requirement shall be construed as a statutory

Impact Contractors, LLC

Witness

Title

(Seal)

Granite Re, Inc.

Attorney in Fact Faith Burleson

(Seal)

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TRAVIS E. BROWN; THOMAS C. PERRAULT; J. KELLY DEER; JOSHUA D. BRYAN; RICH HAVERFIELD; JAMIE BURRIS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; AUSTIN K. GREENHAW; CLAYTON HOWELL; GARY LILES; RANDY D. WEBB; BOBBY JOE YOUNG; AARON WOOLSEY; CAREY L. KENNEMER; KRISTIN B. LEWIS; BECKY KILLMAN; FAITH BURLESON; CALLIE WOODARD; MADISON BURRIS; BRENNAN MORGAN for the following purposes, to wit:

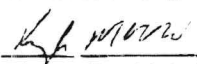
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

TRAVIS E. BROWN; THOMAS C. PERRAULT; J. KELLY DEER; JOSHUA D. BRYAN; RICH HAVERFIELD; JAMIE BURRIS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; AUSTIN K. GREENHAW; CLAYTON HOWELL; GARY LILES; RANDY D. WEBB; BOBBY JOE YOUNG; AARON WOOLSEY; CAREY L. KENNEMER; KRISTIN B. LEWIS; BECKY KILLMAN; FAITH BURLESON; CALLIE WOODARD; MADISON BURRIS; BRENNAN MORGAN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

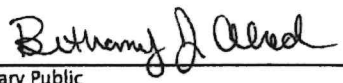



Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620




Notary Public

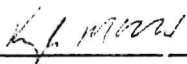
GRANITE RE, INC.
Certificate

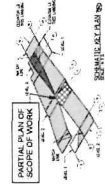
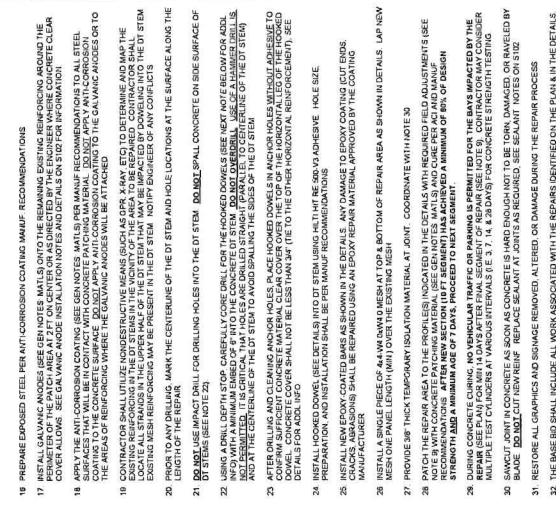
THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

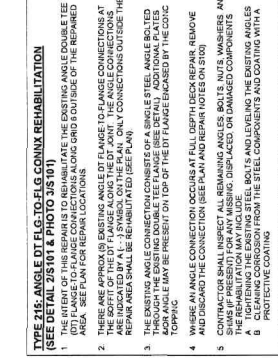
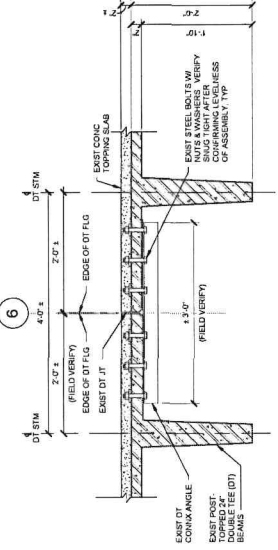
"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
19th day of May, 2026.

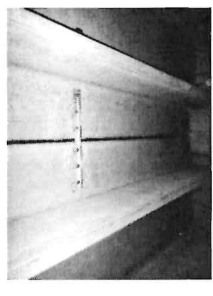



Kyle P. McDonald, Assistant Secretary

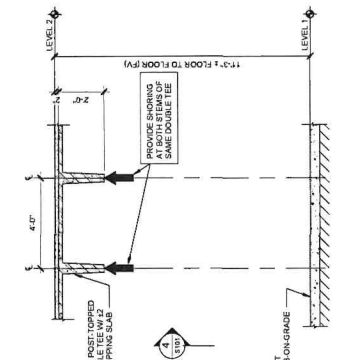




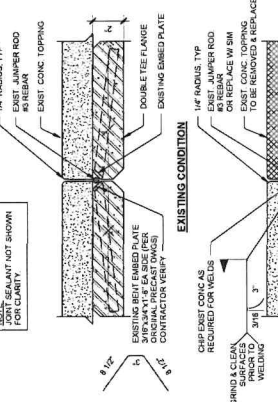
2 TYPE 215 - ANGLE DT FLG-TO-FLG CONN
SCALE: 1" = 1'-0"



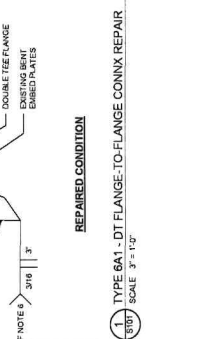
3 PHOTO OF EXIST DT FLANGE CONN
SCALE: NOT TO SCALE



5 SECTION AT DT STEM SHORING
SCALE: NOT TO SCALE



1 TYPE 6A1 - DT FLANGE-TO-FLANGE CONN REPAIR
SCALE: 3/4\"/>



4 SCHEMATIC SHORING ELEVATION AT DT STEMS
SCALE: NOT TO SCALE

GENERAL NOTES FOR SHORING
(SEE SCHEMATIC DETAILS 4 & 5/101)

1. THE ESTIMATED "SERVICE" SHORING LOADS (DEAD WEIGHT PLUS 40 PPF CONST LIVL LOAD) SHALL BE REPORTED TO THE ENGINEER OF RECORD. SEE DESIGN DATA ON SHEET 5001 FOR BASIS OF INFORMATION ON THE EXISTING STRUCTURE.
2. ALL SHORING SHALL BE DESIGNED TO RESIST THE FULL DESIGN LOADS INCLUDING THE EFFECTS OF ALL EXISTING AND PROPOSED STRUCTURAL LOADS. THE SHORING SHALL BE LIMITED TO THE PERMANENT STRUCTURE AND SHALL NOT BE USED FOR TEMPORARY SUPPORTS OR FOR REMOVAL OF EXISTING STRUCTURE.
3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS OF THE EXISTING STRUCTURE PRIOR TO ERECTING SHORING. ANY VARIATION BETWEEN DIMENSIONS SHOWN SHALL BE REPORTED TO THE ENGINEER OF RECORD.
4. POST SHORING AND SHORING TOWERS SHALL BE BRACED OR RESTAINED FROM LATERAL MOVEMENT PER DETAILS & SHORING MANUF RECOMMENDATIONS.
5. THE TOPS OF ALL POST SHORING AND SHORING TOWERS SHALL BE TEMPORARILY ATTACHED TO THE SUPPORT STRUCTURE TO PREVENT ANY LATERAL MOVEMENT.
6. THE BASES OF ALL POST SHORING AND SHORING TOWERS SHALL BE ATTACHED TO THE EXISTING STRUCTURE TO PREVENT ANY LATERAL MOVEMENT.
7. ALTERNATE MANUFACTURERS AND/OR SYSTEMS MAY BE SUBSTITUTED UPON CONTRACTOR'S REQUEST. SUBSTITUTES WILL REQUIRE ADDITIONAL CALCULATIONS TO VERIFY REQUIRED COMPONENTS AND SYSTEMS OF ALTERNATE MANUFACTURERS.
8. CHECK AND ADJUST SHORES AT THE BEGINNING AND END OF EACH DAY'S WORK AT A MINIMUM.
9. MAXIMUM SPACING OF ALL SHORES (TOWERS AND/OR POSTS) SHALL NOT EXCEED 8'-0" FOR SHORING AND 12'-0" FOR TOWERS.
10. ALL SHORING SHALL REMAIN IN PLACE FOR THE DURATION OF THE REPAIR WORK.

REPAIR NOTES
(SEE SCHEMATIC DETAILS 1 & 2/101)

1. THE INTENT OF THIS REPAIR IS TO REATTACH THE DAMAGED FLANGE TO FLANGE CONNECTION. SEE PLAN FOR LOCATIONS IN THE CONCRETE TOPPING ALONG EACH DT JOINT. CONNECTIONS IDENTIFIED ON PLAN WITH "N" SHALL BE REPAIRED FROM THE EXISTING CONDITIONS BEFORE PROCEEDING WITH THE REPAIR.
2. MECHANICALLY CLEAN AND REMOVE ALL CORROSION FROM ALL EXPOSED SURFACES.
3. GRIND OFF THE BENT PORTION OF THE BENT PLATE (SEE DETAIL 1/101) AND REPAIR WITH NEW BENT PLATE. SEE DETAIL 1/101 FOR DETAILS.
4. LONG JAMMER ROD BETWEEN EXISTING BENT PLATES WITH 1/4" DIA. BENT PLATE. SEE DETAIL 1/101 FOR DETAILS.
5. FILL THE GAP BETWEEN THE BENT PLATES WITH 1/4" DIA. BENT PLATE. SEE DETAIL 1/101 FOR DETAILS.
6. EQUAL TO 1/4" REPAIR THE CONNECTION WITH A NEW PARTIAL BENT PLATE. SEE DETAIL 1/101 FOR DETAILS.
7. REPLACE JACKER ROD AND JOINT SEALANT.
8. MECHANICALLY CLEAN AND REMOVE ALL CORROSION FROM THE CONNECTIONS EXPOSED BY THE REPAIRS IDENTIFIED ON THE PLAN & DETAILS. REPAIRS ARE ANTICIPATED AT 4 TO 6 CONNECTIONS.

REPAIR CONDITION

EXISTING CONDITION

REPAIRED CONDITION

Public Building Authority

321 Robert S Kerr
Oklahoma City, OK
73102

Phone # (405) 713-1827

Purchase Order

Date	P.O. No.
8/3/2026	20270001

Vendor
Impact Contractors Jim Chappell 10986 S. 265th E. Avenue Broken Arrow, Oklahoma 74014

Ship To
Public Building Authority 321 Robert S Kerr Oklahoma City, OK 73102

[illegible]