

MEMORANDUM

The City of
OKLAHOMA CITY

Council Agenda
Item No. VI. M.
11/13/07

TO: Mayor and City Council

FROM: James D. Couch, City Manager *JDC*

Addendum No. 1 and award contract to Young General Constructors, L.L.C. for Project MB-0808, 420 West Main Building, New Make-Up Air Unit; 100 North Walker Building, New Chiller; 200 North Walker Building, New Cooling Tower, assigning Professional Service Industries, Inc. as testing laboratory and approve contract and bonds in the amount of \$1,073,000 (Ward 6)

Locations 420 West Main Street, 100 North Walker Avenue, 200 North Walker Avenue

Purpose This project will install a new Make-Up Air Unit at 420 West Main, a new Chiller at 100 North Walker and a new Cooling Tower at 200 North Walker.

Background The existing make-up air system at the 420 West Main Street Building is very inefficient and in need of replacement. The Cooling Tower at the 100 North Walker Building is in a very deteriorated condition and needs to be removed. The Chiller at the 100 North Walker Building and the Cooling Tower at the 200 North Walker Building are in a deteriorated condition and both are very inefficient and in need of replacement.

This project is Phase V of a Phase VI project covered under the Architectural Contract with Robison & Associates Architects. Phase I was the installation of a new roof at the 420 West Main Building, Phase II was build-out and renovation of space on the first floor and basement at the 420 West Main building, Phase III was the replacement of chilled water piping at the 420 West Main Building, and Phase IV was exterior renovation, elevator and stairwell improvements at the 420 West Main Building, and Phase VI will be restroom renovation at the 420 West Main Building.

Addendum No. 1 addressed questions by bidders before and during the Pre-Bid Conference.

This project is scheduled to begin November 2007 and be completed by May 2008.

Previous Action Approval of Final Plans and Specifications, September 25, 2007 (Item No. VI.S.2.)

Approval of Amendment No. 3 to Contract for Architectural Services, January 30, 2007 (Item No. VI.N.)

Approval of Amendment No. 2 to Contract for Architectural Services, August 15, 2006 (Item No. VI.BB.2.)

Approval of Amendment No. 1 to Contract for Architectural Services, February 7, 2006 (Item No. VI.L.)

Approval of Contract for Architectural Services, August 31, 2004 (Item No. VI.X.)

Bids Received October 16, 2007

Consultant John T. Robison d.b.a. Robison & Associates Architects

Notification All prospective bidders received Addendum No. 1 on October 16, 2007.

Tabulation of Bids	<u>Bidder</u>	<u>Base Bid</u>	<u>Alternate I</u>	<u>Alternate 2</u>	<u>Base Bid with Alternates</u>
	Engineers Estimate	\$1,300,000	\$30,000	\$60,000	\$1,390,000
	Young General Constructors L.L.C.	\$1,027,000	\$21,000	\$25,000	\$1,073,000
	Downey Contracting L.L.C.	\$1,016,400	\$28,000	\$37,800	\$1,082,200

Lowest and Best Bidder Young General Constructors, in the amount of \$1,073,000

Testing Laboratory Professional Service Industries, Inc.

Source of Funds \$125,000 - Capital Improvement Fund–Capital Operations–Public Works Capital–100 North Walker–Construction in Progress (039-0175-3303900-C10054-54040007)
\$275,000 - Capital Improvement Fund–Capital Operations–Public Works Capital–200 North Walker–Construction in Progress (039-0175-3303900-C10056-54040007)
\$673,000 - Capital Improvement Fund–Capital Operations–Public Works Capital–420 West Main–Construction in Progress (039-0175-3303900-C20031-54040007)

Review Public Works Department/Engineering Division, General Services Department, Finance Department and Municipal Counselor’s Office

Recommendation: Ratify and approve Addendum No. 1, award contract, assign testing laboratory, and approve contract and bonds.

City of Oklahoma City
PRE-BID CONFERENCE FILED

PROJECT: MB-0808

OCT -5 P 4:08

DESCRIPTION: MB-0808 420 West Main, New Make-Up air Unit; 100 North Walker, New Chiller; 200 North Walker, New Cooling Tower

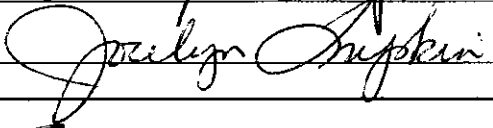
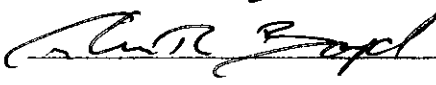

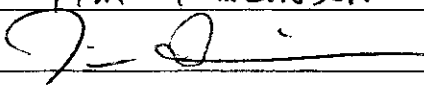
CITY OF OKLAHOMA CITY, OKLA.
OFFICE OF CITY CLERK

DATE: October 4th, 2007

TIME: 1:30

PROJECT MANAGER: Julia Butler Julia.Butler@okc.gov (405) 297-2065

CONSULTANT: John Robison, Robison and Associates (405) 524-4544

COMPANY NAME	<u>ROBISON & ASSOC.</u>	PHONE #	<u>524-4544</u>
REPRESENTATIVE	<u>JOCELYN LUPKIN</u>	FAX #	<u>524-4546</u>
SIGNATURE	<u></u>		
COMPANY NAME	<u>GLEN R. BOYD ENGR.</u>	PHONE #	<u>848 3335</u>
REPRESENTATIVE	<u>GLEN R BOYD</u>	FAX #	<u>848 3055</u>
SIGNATURE	<u></u>		
COMPANY NAME	<u>ENGINEERED EQUIPMENT</u>	PHONE #	<u>525-7722</u>
REPRESENTATIVE	<u>BRUCE ALBERTSON</u>	FAX #	<u>525-7728</u>
SIGNATURE	<u></u>		
COMPANY NAME	<u>CITY OF OKC</u>	PHONE #	<u>405-297-3362</u>
REPRESENTATIVE	<u>TIM TOMLINSON</u>	FAX #	<u>" - " - 3420</u>
SIGNATURE	<u></u>		

PROJECT: MB-0808

COMPANY NAME American Air, Inc PHONE # 405-787-4242
REPRESENTATIVE Juan M. Gonzalez FAX # 405-236-5476
SIGNATURE Juan M. Gonzalez

COMPANY NAME Downey Contracting PHONE # 478-5277
REPRESENTATIVE Michael James FAX # 478-5269
SIGNATURE Michael James

COMPANY NAME Young General Constructors PHONE # 359-5720 Ext 116
REPRESENTATIVE George Ablah FAX # 359-5727
SIGNATURE George Ablah

COMPANY NAME Luckinbill ITC PHONE # 359-6880
REPRESENTATIVE Jacob Bailey FAX # 359-0222
SIGNATURE Jacob Bailey

COMPANY NAME _____ PHONE # _____
REPRESENTATIVE _____ FAX # _____
SIGNATURE _____

COMPANY NAME _____ PHONE # _____
REPRESENTATIVE _____ FAX # _____
SIGNATURE _____

COMPANY NAME _____ PHONE # _____
REPRESENTATIVE _____ FAX # _____
SIGNATURE _____

CONSULTANT'S ESTIMATE

**Project MB-0808
420 W. Main, New Make-Up Air Unit
100 N. Walker, New Chiller
200 N. Walker, New Cooling Tower
October 16, 2007, 10:00 a.m.**

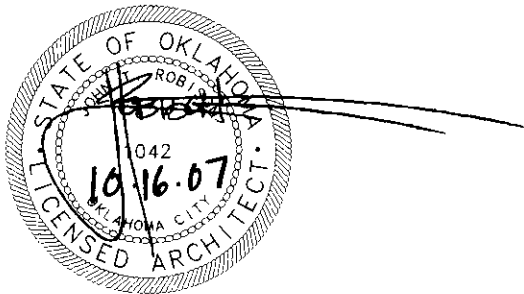
BASE BID: \$1,300,000.00 (One Million Three-Hundred Thousand dollars)

ADD ALTERNATE #1: VARIABLE SPEED FAN MOTOR AT 100 N. WALKER

\$30,000.00 (Thirty Thousand dollars)

ADD ALTERNATE #2: EMERGENCY AIR CONDITIONING AT 100 N. WALKER

\$60,000.00 (Sixty Thousand Dollars)



John Robison, Robison & Associates Architects

CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into this 13th day of November, 2007, by and between the CITY OF OKLAHOMA CITY, party of the first part, hereinafter termed "City" and **Young General Constructors, LLC**, party of the second part, hereinafter termed "Contractor".

WITNESSETH: WHEREAS, the CITY OF OKLAHOMA CITY has caused to be prepared in accordance with law, certain specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for:

MB-0808: 420 West Main, New Make-Up Air Unit; 100 N. Walker, New Chiller; 200 N. Walker, New Cooling Tower , Base Bid and Alternates 1 and 2 as outlined and set out in the bidding documents and in accordance with the terms and provisions of said contract; and

WHEREAS, Contractor, in response to said Solicitation for Bids, published in The Journal Record, September 26 & October 3, 2007, has submitted to the City in the manner and at the time specified, a sealed proposal in accordance with the terms of this contract; and

WHEREAS, the City in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above named Contractor to be the lowest responsible bidder on the above described project, and has duly awarded this contract to said Contractor for the sum named in the proposal, to wit:

One Million Seventy Three Thousand Dollars and No/100 Dollars(\$ 1, 073,000.00).

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

1. The Contractor shall, in a good and first-class workmanlike manner, at its own cost and expense, furnish all labor, materials, tools and equipment required to perform and complete said work in strict accordance with the contract documents, including the bidding documents, "Standard Specifications for Construction of Public Improvements", any special provisions, schedules and the plans adopted and approved by the CITY OF OKLAHOMA CITY, all of which documents are on file in the Office of the City Clerk of the City and are made a part of this contract as fully as if the same were herein set out at length, with the

following additions and/or exceptions: (if none, so state) None.

2. The City shall make payments to the Contractor in the following manner: On or about the first day of each month, the City Engineer, or other appropriate person, will review estimates of the value, based on contract prices and/or schedule of values of work done and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the City Engineer, or other appropriate person, such detailed information as he may request.

Each monthly estimate for payment must contain or have attached an affidavit as required by 74 O.S. § 85.22 and 74 O.S. § 3109.


3. On completion of the work, but prior to the acceptance thereof by the Owner, it shall be the duty of the City Engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Contract Documents, and upon making such determination, said official shall make his final certificate to the City. The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimate to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid and the same shall be in full for all claims of every kind and description said Contractor may have by reason of having entered into or arising out of this contract.

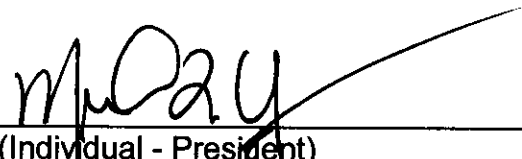
4. The sworn and notarized statement below must be signed and notarized before this contract will become effective.

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

ATTEST:

Young General Constructors, LLC


(Witness - Secretary)


(Individual - President)
Michael L. Young
Member-Owner

THE CITY OF OKLAHOMA CITY

ATTEST:

Anne Kersey
City Clerk



Ann Simank
REVIEWED for form and legality.
Alvin C. ...
Assistant Municipal Counselor

PERFORMANCE BOND

Bond No 08895411

KNOW ALL MEN BY THESE PRESENTS:

That We, Young General Constructors, LLC, as Contractor, and Fidelity & Deposit Company of Maryland _____, as Surety, are held and firmly bound unto the CITY OF OKLAHOMA CITY, hereinafter called "City", a municipal corporation and City of the first class, of the State of Oklahoma, in the full and just sum of One Million Seventy Three Thousand Dollars and No/100 Dollars (\$ 1, 073,000.00), such sum being equal to 100% of the contract price for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such, that whereas, said Contractor is the lowest and best bidder for the making of the following City work and improvement:

MB-0808: 420 West Main, New Make-Up Air Unit; 100 N. Walker, New Chiller; 200 N. Walker, New Cooling Tower , Base Bid and Alternates 1 and 2 has entered into a certain written contract with the CITY OF OKLAHOMA CITY on the 13 day of July, 2007, for the erection and construction of said work and improvement all in compliance with the plans and specifications therefore, made a part of said contract and on file in the Office of the City Clerk, and said contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if the said **Young General Constructors, LLC**, as Contractor, shall fully and faithfully execute the work and perform said contract according to its terms, conditions, and covenants, and in exact accordance with the bid of said Contractor, and according to certain plans and specifications heretofore made, adopted, and placed on file in the Office of the City Clerk of the CITY OF OKLAHOMA CITY, as set out in the specifications herein, and shall promptly pay or cause to be paid, all labor, material and/or repairs and all bids for labor performed on said work, whether by subcontract or otherwise, and shall protect and save harmless the said City and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or sustained by any person, firm, or corporation by reason of negligence of the Contractor or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any improper execution of the work or act of omission or use of inferior materials by said Contractor, or his or its agents, servants, or employees, and shall protect and save the City harmless from all suits and claims of infringement or alleged infringement of patent rights or

processes, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officer, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Executed this 25th day of October, 2007 by the Contractor.

ATTEST:

Young General Constructors, LLC

Sherry O. Boyer
Secretary/Witness

By: Michael Young
Authorized Officer

Executed this 25th day of October, 2007 by the Surety.

ATTEST:

Fidelity & Deposit Company of Maryland
Surety

Jamie Burris
Secretary/Witness, Jamie Burris

By: Robbie Loyd
Attorney-in-Fact, Robbie Loyd

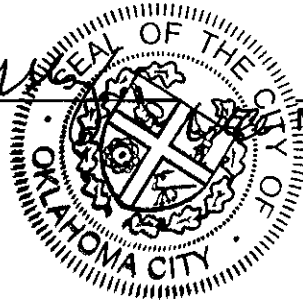
REVIEWED for form and legality.

Alan C. [Signature]
Assistant Municipal Counselor

REVIEWED and APPROVED by the Council of the CITY OF OKLAHOMA CITY this 13 day of November, 2007.

ATTEST:

Anne Ker
City Clerk



Ann Simank
MAYOR

STATUTORY BOND

Bond No 08895411

KNOW ALL MEN BY THESE PRESENTS:

That We, **Young General Constructors, LLC**
as Contractor, and Fidelity & Deposit Company of Maryland

_____, as Surety, are held and firmly bound unto the State of Oklahoma, in the sum of **One Million Seventy Three Thousand and No/100** Dollars (**\$1,073,000.00**) such sum being equal to 100% of the contract price for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such, that whereas, the above Bonded Contractor, **Young General Constructors, LLC**, is the lowest and best bidder for the making of the following City work and improvement: MB-0808: 420 West Main, New Make-Up Air Unit; 100 N. Walker, New Chiller; 200 N. Walker, New Cooling Tower, Base Bid and Alternates 1 and 2, and has entered into a certain written contract with the **CITY OF OKLAHOMA CITY** on the 3 day of Nov, 2007, for the erection and construction of said work and improvement, in exact accordance with the bid of said Contractor, and according to certain plans and specifications theretofore made, adopted and placed on file in the Office of the City Clerk of the **CITY OF OKLAHOMA CITY**.

NOW, THEREFORE, if said Contractor shall fail or neglect to pay all indebtedness incurred by said Contractor or subcontractor of said Contractor who perform work in the performance of said contract, and such repairs to and rental of machinery and equipment as may be furnished by a subcontractor to the person or persons contracting with this Owner, within thirty (30) days after the same becomes due and payable, the person, firm or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

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

IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Executed this 25th day of October, 2007 by the Contractor.

ATTEST:

Young General Constructors, LLC

Shery A. Boyd
Secretary

By: [Signature]
Authorized Officer

Executed this 25th day of October, 2007 by the Surety.

Fidelity & n Deposit Company of Maryland
Surety

ATTEST:

Jamie Burris
Secretary, Jamie Burris

By: [Signature]
Attorney-In-Fact, Robbie Loyd

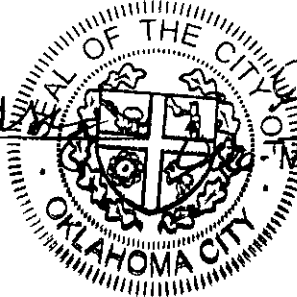
REVIEWED for form and legality.

[Signature]
Assistant Municipal Counselor

REVIEWED and **APPROVED** by the CITY OF OKLAHOMA CITY this 13th day
of November, 2007.

ATTEST:

[Signature]
City Clerk



[Signature]
MAYOR

APPROVED
Bond No 08895411
11-11-07
As =
Ord =

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, **Young General Constructors, LLC**, as Contractor, and **Fidelity & Deposit Company of Maryland** as Surety, are held and firmly bound unto the CITY OF OKLAHOMA CITY, a municipal corporation, and City of the first class, of the State of Oklahoma, in the full and just sum of **One Million Seventy Three Thousand and No/100 Dollars (\$1,073,000)**, such sum being equal to the contract price for a period of one (1) year and thereafter, for a period of (1) year(s) for the sum of **One Hundred Sixty Thousand Nine Hundred Fifty and No/100 Dollars (\$160,950)**, such sum being not less than 15% of the contract price, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, joint and severally, firmly by these presents.

The conditions of this obligation are such that whereas, said Contractor has by a certain contract between the contractor and the CITY OF OKLAHOMA CITY, dated this 13 day of Nov, 2007, agreed to construct in the CITY OF OKLAHOMA CITY:

MB-0808: 420 West Main, New Make-Up Air Unit; 100 N. Walker, New Chiller; 200 N. Walker, New Cooling Tower, Base Bid and Alternates 1 and 2, all in compliance with the plans and specifications therefore, made a part of said contract and on file in the Office of the City Clerk of the CITY OF OKLAHOMA CITY; and to maintain the said improvement in the amounts set forth above against any failure due to workmanship or material for a period of Two (2) years from the date of acceptance of the Project by the Council of the CITY OF OKLAHOMA CITY.

NOW, THEREFORE, if said Contractor shall pay or cause to be paid to the City, all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work occurring within a period of Two (2) year(s) from and after acceptance of said project by the City, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further agreed that if the said Contractor or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or material for a period of Two (2) year(s) and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the Council of the CITY OF OKLAHOMA CITY, or some person or

persons designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Contractor or Surety herein, or if the necessary repairs are not made, the said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

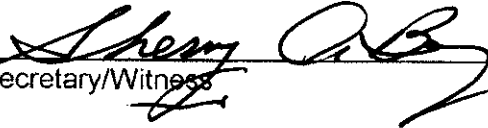
It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.


IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Executed this 25th day of October, 2007 by the Contractor.

ATTEST:

Young General Constructors, LLC

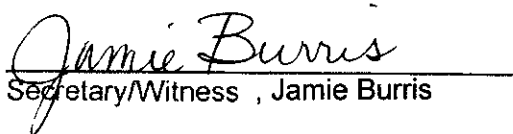

Secretary/Witness

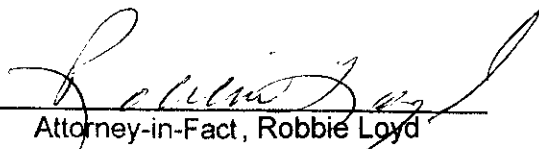
By: 
Authorized Officer

Executed this 25th day of October, 2007 by the Surety.

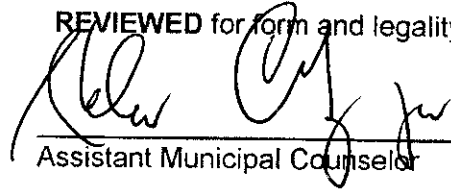
Fidelity & Deposit Compay of Maryland
Surety

ATTEST:


Secretary/Witness, Jamie Burris

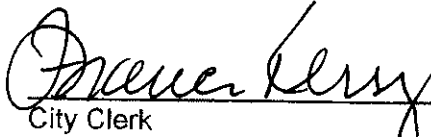
By: 
Attorney-in-Fact, Robbie Loyd

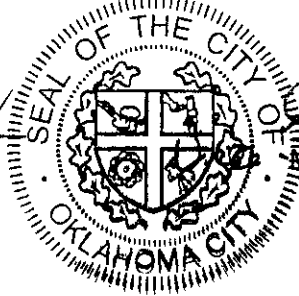
REVIEWED for form and legality.

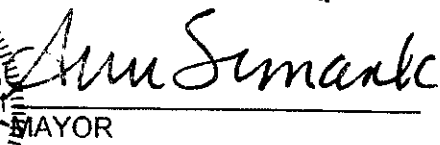

Assistant Municipal Counselor

REVIEWED and APPROVED by the Council of the CITY OF OKLAHOMA CITY this
13 day of November, 2007.

ATTEST:


City Clerk




MAYOR

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

CERTIFICATE

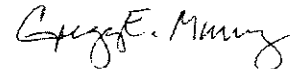
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 25th day of October, 2007.



Assistant Secretary

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GERALD F. HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **J. Kelly DEER, Travis E. BROWN, Robbie LOYD, Jamie HARRIS, Vaughn P. GRAHAM, Stephen M. POLEMAN, Dalene K. FITE and Cindy M. REYNOLDS**, all of Tulsa, Oklahoma, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of David VAUGHAN, Robbie LOYD, Travis E. BROWN, dated June 19, 2006.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of September, A.D. 2007.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gerald F. Haley

Gerald F. Haley Assistant Secretary

Theodore G. Martinez

By:

Theodore G. Martinez

State of Maryland }
City of Baltimore } ss:

On this 24th day of September, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GERALD F. HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

ISSUE DATE: 10-25-07



**THE CITY OF OKLAHOMA CITY
CERTIFICATE OF INSURANCE**

PROJECT OR
CONTRACT NUMBER: TC-0371,
TC-0373, TC-0375, TC-0380

PRODUCER Rich & Cartmill, Inc.
2738 E 51st St. #400
ADDRESS Tulsa, OK 74105

NOTE: THIS CERTIFICATE CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, NOR DOES IT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY POLICIES BELOW, EXCEPT AS SHOWN BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A LETTER	Tran Continental Ins. Co
COMPANY B LETTER	National Fire Ins. Co of Hartford
COMPANY C LETTER	Continental Casualty Co
COMPANY D LETTER	
COMPANY E LETTER	

INSURED Young General Constructors, LLC
8218 E 121st
ADDRESS Bixby, OK 74008

COVERAGES: THIS IS TO CERTIFY THAT THE INSURANCE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSUREDS, FOR THE POLICY PERIOD INDICATED HEREIN. THE POLICIES SHOWN IN THIS CERTIFICATE ARE DEEMED PRIMARY TO ANY INSURANCE CARRIED BY THE INSUREDS FOR THE SPECIFIC LOCATION, PROJECT OR EVENT.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OCCURENCE CLAIMS MADE AND TAIL COVERAGE	TCP2086898005	10/01/07	10/01/08	GENERAL AGGREGATE	2,000,000
				BODILY INJURY (Per Person)	
				PROPERTY DAMAGE (Per Accident)	
				EACH OCCURENCE	1,000,000
				MEDICAL EXPENSES (Any One (1) Person)	10,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BUA20868019	10/01/07	10/01/08	COMBINED SINGLE LIMIT	1,000,000
				BODILY INJURY (Per Person)	
				BODILY INJURY (Per Accident)	
				PROPERTY DAMAGE	
WORKER'S COMPENSATION AND EMPLOYER LIABILITY Standard Compliance for the State of Oklahoma	WC286898022	10/01/07	10/01/08	EACH ACCIDENT	1,000,000
				DISEASE - POLICY LIMIT	1,000,000
				DISEASE - EACH EMPLOYEE	1,000,000
VALUABLE PAPERS INSURANCE (If required by Contract)					
EXCESS LIABILITY (If required by Contract)	CUP2086898022	10/01/07	10/01/08	EACH OCCURENCE	5,000,000
				AGGREGATE	5,000,000
OTHER (If required by Contract)					

DESCRIPTION OF OPERATIONS/VEHICLES/SPECIAL ITEMS
 THE CITY OF OKLAHOMA CITY AND THE City of Oklahoma City Dept. of Public Works ARE ADDITIONAL INSUREDS, WITH RESPECT TO LIABILITY, ARISING OUT OF THE PROJECT OR EVENT.
 THE CITY OF OKLAHOMA CITY AND THE Department of Public Works ARE LOSS PAYEES ON VALUABLE PAPERS INSURANCE.

CERTIFICATE HOLDER(S)
**The City of Oklahoma City and
 The Dept of Public Works**
 420 W. Main, Suite 700
 Oklahoma City, OK 73102

CANCELLATION
 IT IS AGREED THAT NONE OF THESE POLICIES WILL BE CANCELLED OR CHANGED EXCEPT IN THE APPLICATION OF THE AGGREGATE LIABILITY LIMIT PROVISIONS, SO AS TO AFFECT THE INSURANCE DESCRIBED IN THIS CERTIFICATE UNTIL AFTER 30 DAYS PRIOR WRITTEN NOTICE OF SUCH CANCELLATION OR REDUCTION IN COVERAGES AND 10 DAYS WRITTEN NOTICE OF NONRENEWAL FOR NONPAYMENT OF PREMIUM HAS BEEN DELIVERED TO THE CERTIFICATED HOLDER.
 AUTHORIZED REPRESENTATIVE SIGNATURE
 TELEPHONE NUMBER (918) 743-8811

[Signature]
 COI 1

THE CITY OF OKLAHOMA CITY
CERTIFICATE OF NONDISCRIMINATION

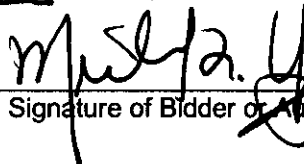
In connection with the performance under the Contract, the Contractor agrees as follows:

- A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Oklahoma City setting forth the provisions of this Section.
- B. In the event of the Contractor's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the Contracting Public Entity. The Contractor may be declared by the Contracting Public Entity ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or Subcontractors.
- C. The Contractor agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above and agree to abide by these requirements:

This form must be fully completed and signed by the Contractor or Contractor's Authorized Agent.

Young General Constructors, LLC
Name of Individual, Partnership, Limited Liability
Company, or Corporation hereinafter called Bidder



Signature of Bidder or Authorized Agent

Michael L. Young; Member-Owner
Type or print name and title of person who signed above

This Certificate is required by Oklahoma City Municipal Code, Chapter 25, Article III § 25-41, as incorporated by reference in the City of Oklahoma City's *Standard Specifications for the Construction of Public Improvements* or otherwise in the Bidding Documents.

CONTRACTOR IDENTIFICATION NUMBERS

This form is to be completed and submitted with the Contract.

Project Number MB-0808

Description: 420 West Main, New Make-Up Air Unit; 100 N. Walker,
New Chiller; 200 N. Walker New Cooling Tower

Name of Contractor Young General Constructors, LLC

The Contractor provides the following Identification Numbers:

Oklahoma Tax Commission 68-0620047

Oklahoma Employment Security Commission 68-0620047

Internal Revenue Service 68-0620047

Social Security Administration 68-0620047

Contractor is reminded that no Contractor or subcontractor may be employed on this project who is listed by the Commissioner of Labor as ineligible to bid on or be awarded a public works contract. A list of ineligible contractors may be obtained from the Commissioner of Labor.

**AVAILABILITY OF FUNDS CERTIFICATE
PROJECT MB-0808**

I hereby certify that the designated funds and account numbers as follows:


\$125,000 - Capital Improvement Fund–Capital Operations–General Services Capital–
100 North Walker–Construction in Progress (039-0175-3503900-C10054-54040007)

\$275,000 - Capital Improvement Fund–Capital Operations– General Services Capital–
200 North Walker–Construction in Progress (039-0175-3503900-C10056-54040007)

\$673,000 - Capital Improvement Fund–Capital Operations– General Services Capital–
420 West Main–Construction in Progress (039-0175-3503900-C20031-54040007)

Has a sufficient balance to satisfy this obligation of One Million Seventy-Three
Thousand and no/100 Dollars (\$1,073,000)

Dated this 2nd day of November 2007.


for _____
Encumbering Officer of the City of Oklahoma City