

July 2, 2025

Honorable Mayor and Council City of Clinton PO Box 1177 Clinton, Oklahoma 73601

RE: Recommendation of Contract Award Construct Hangars AIP AIP 3-40-0021-022-2025, AIG 3-40-0021-023-2025, ODAA CLK-26H-FS Clinton Regional Airport

Honorable Mayor and Council:

Construction bids for the referenced project were received today. A detailed tabulation of bids is enclosed.

We recommend that the Base Bid be awarded to Scott Selsor Construction, LLC in the amount of \$1,612,479.60. The motion to award the contract should be made with the language, "subject to the receipt of the FAA and ODAA Grants".

We appreciate the opportunity to work with the City of Clinton on this important project.

Sincerely, Parkhill

Toby Baker, PE

Oklahoma Aviation Lead | Partner

Toky J. Baker

Parkhill

CLINTON REGIONAL AIRPORT-CONSTRUCT HANGARS

CLINTON, OKLAHOMA

WEDS, JULY 2, 2025, 10:00 AM

AIP 3-40-0021-020-2025, AIG 3-40-0021-021-2025, ODAA CLK-26H-FS

	BASE BID	1		PARI (Engineer's		SCOTT S CONSTRUC		W.L. MCN	ATT & CO	DIVERSIFIED C		WP CONSTRU	ICTION LLC	FIREBRAND CON	STRUCTION LLC
m No	. Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit	Amount	Unit	Amount	Unit Price	Amount
1	MOBILIZATION	1	LS	\$40,000.00	\$40,000.00	\$100,000.00	\$100,000.00	\$106,800,00	\$106,800.00	\$52,274.00	\$52,274.00	\$100,000.00	\$100,000,00	\$210,000,00	\$210,000.0
2	LOW PROFILE FLAG AND FLASHER BARRICADES	1	LS	\$5,000.00	\$5,000,00	\$3,500.00	\$3,500.00	\$6,100.00	\$6,100.00	\$9,801.00	\$9,801.00	\$5,000.00	\$5,000.00	\$3,292.00	\$3,292.00
3	TEMPORARY EROSION CONTROL	1	LS	\$5,000,00	\$5,000,00	\$7,500,00	\$7,500.00	\$9,700,00	\$9,700.00	\$8,494,00	\$8,494,00	\$6,500,00	\$6,500,00	\$8,117,00	\$8,117,00
4	REMOVE AND DISPOSE OF TREES	6	EA	3750.00	\$4,500.00	\$1,500.00	\$9,000.00	\$1,621.00	\$9,726.00	\$784.00	\$4,704.00	\$1,375.00	\$8,250,00	\$1,872,00	\$11,232.00
5	DEMOLISH EXISTING FOUNDATION, CONCRETE SLAB, HANGAR DOOR TRACKS	1	LS	\$40,000.00	\$40,000,00	\$24,750.00	\$24,750.00	\$27,000.00	\$27,000.00	\$23,327.00	\$23,327.00	\$23,400.00	\$23,400.00	\$43,674.00	\$43,674.00
6	DEMOLISH EXISTING ASPHALT	530	SY	\$10.00	\$5,300.00	\$12.05	\$6,386.50	\$15.13	\$8,018.90	\$32.00	\$16,960.00	\$12.00	\$6,360.00	\$18.00	\$9,540,00
7	UNCLASSIFIED EXCAVATION USED AS EMBANKMENT	130	CY	\$30,00	\$3,900,00	\$195,00	\$25,350.00	\$75,65	\$9,834,50	\$91,00	\$11,830,00	\$195,00	\$25,350,00	\$88,00	\$11,440,00
8	OFF-SITE BORROW	350	CY	\$40.00	\$14,000.00	\$22.00	\$7,700.00	\$97.26	\$34,041.00	\$118.00	\$41,300.00	\$23.00	\$8,050,00	\$113.00	\$39,550.00
0	REMOVE, STOCKPILE, AND REPLACE TOPSOIL (8 INCHES THICK)	330	CY	\$15.00	\$4,950.00	\$50.00	\$16,500.00	\$27.02	\$8,916.60	\$33,00	\$10,800.00	\$52.00	\$17,160.00	\$61.00	\$20,130.00
10	TRIAXIAL GEOGRID	560	SY	\$6,00	\$3,360,00	\$11.80	\$6,608,00	\$6.48	\$3,628,80	\$6,00	\$3,360.00	\$12,50	\$7,000.00	\$8,00	\$4,480,00
11	68' X 56' BOX HANGAR	1	LS	\$324,000.00	\$324,000.00	\$405,733,00	\$405,733.00	\$432,122,00	\$432,122.00	\$477,062,00	\$477,062,00	\$515,466,20	\$515,466,20	\$491,136,00	\$491,136.00
12	231' X 51' T-HANGAR	1	LS	\$1,150,000.00	\$1,150,000.00	\$874,802.00	\$874,802.00	\$912,000.00	\$912,000.00	\$1,027,204.00	\$1,027,204.00	\$1,062,687.32	\$1,062,687,32	\$1,185,000.00	\$1,185,000.00
13	6" CRUSHED AGGREGATE BASE COURSE	560	SY	\$18,00	\$10,080,00	\$69,50	\$38,920,00	\$18,50	\$10,360,00	\$15,00	\$8,400,00	\$12.00	\$6,720,00	\$98,00	\$54,880,00
14	CLASS AA CONCRETE SURFACE COURSE (CONCRETE APRON)	390	SY	\$105,00	\$40,950.00	\$124,54	\$48,570.60	\$146,00	\$56,940,00	\$80,00	\$31,200,00	\$125.00	\$48,750,00	\$117.00	\$45,630,00
15	CLASS AA CONCRETE SURFACE COURSE (CONCRETE DRIVE)	130	SY	\$105,00	\$13,650,00	\$182,02	\$23,662,60	\$146.00	\$18,980,00	\$80,00	\$10,400,00	\$125,00	\$16,250,00	\$120,00	\$15,600.00
16	SOLID SLAB SODDING AND WATERING UNTIL ESTABLISHED	830	SY	\$20.00	\$16,600,00	\$8,43	\$6,996,90	\$11.00	\$9,130.00	\$12,00	\$9,960,00	\$8,00	\$6,640,00	\$22,00	\$18,260,0
17	MODIFY EXISTING FENCE	1	LS	\$5,000,00	\$5,000.00	\$6,500,00	\$6,500.00	\$6,200,00	\$6,200.00	\$2,967.00	\$2,967.00	\$22,000,00	\$22,000,00	\$9,733,00	\$9,733.00
	TOTAL				\$1,686,290.00		\$1,612,479.60		\$1,669,497,80		\$1,750,133,00		\$1,885,583,52		\$2,181,694,00

Denotes Arithmetic Correction

CONSTRUCTION CONTRACT PACKAGE

This Contract made the <u>15th</u> day of <u>July</u>, <u>2025</u>, by and between <u>Scott Selsor Construction</u>, <u>LLC</u> herein called Contractor, and the <u>City of Clinton</u> hereinafter called Owner.

ARTICLE 1 SCOPE OF WORK

1.01 Contractor shall furnish all materials and perform all work shown on Drawings and described in Specifications entitled:

Construct Hangars

AIP 3-40-0021-022-2025, AIG 3-40-0021-023-2025

ODAA CLK-26H-FS

CLINTON REGIONAL AIRPORT

Clinton, Oklahoma

hereinafter called the Project, and as prepared by Parkhill, hereinafter called Engineer, and shall do everything required by this Contract, Specifications, and Drawings. Observation of construction of this Contract shall be under Engineer supervision.

ARTICLE 2 TIME OF COMPLETION

2.01 Work performed under this contract shall commence within 10 calendar days after Owner issues a written "Notice to Proceed" and be fully complete within 180 Calendar days for Base Bid. Working days shall count beginning date in "Notice to Proceed."

ARTICLE 3 AMORTIZATION PAYMENT REQUIREMENTS

- 3.01 Contractor does hereby agree to pay to Owner liquidated damages for such time, as entire Project is not acceptable for occupancy beyond contract time. Liquidated damages shall be \$1650 per calendar day after stated working days expire after date of "Notice to Proceed," until such time as all Project is acceptable for use and operation.
- 3.02 Any sum of money owed Contractor, under terms of this contract retained by Owner, may be used to pay liquidated damages to Owner.
- 3.03 Engineer shall certify, after consultation with Contractor and Owner, date Project is available for use and operation.

3.04 Owner shall furnish site and access to site. Further, Owner shall do all to cooperate with Contractor and facilitate Contractor efforts to complete work as provided in Contract. Contractor is relieved of responsibility for payment of such liquidated damages only to the extent that failure of space available for occupancy in accordance with completion time established in Article 2 is caused by Acts of God.

ARTICLE 4 CONTRACT SUM

4.01 Owner shall pay Contractor for performance of Contract in current funds sum of:

One million, six hundred twelve thousand, four hundred seventy-nine dollars and sixty cents
(\$1,612,479.60)

ARTICLE 5 CONTRACT DOCUMENTS

- 5.01 Drawings and Specifications referred to in Article 1 herein are part of this Contract as if hereto attached and repeated. This Contract is based on Plans and Specifications dated June, 2025 and addenda thereto as follows:
 - A. Addendum No. 1
- 5.02 It is agreed changes, additions, or deletions may be made to Drawings and Specifications and Work performed only upon an agreement executed on a form in writing entered by parties to this Contract.

ARTICLE 6 CLAIM OR INVOICE AFFIDAVIT

6.01 Each monthly estimate for payment must contain or have attached an affidavit as required by Senate Bills 469 and 565 of the 1974 Legislature, executed on a form similar and essentially the same as Specifications page CA-1.

ARTICLE 7 CONTINGENCY AGREEMENT

7.01 Contract is contingent upon "Notice to Proceed."

ARTICLE 8 HOLD HARMLESS, INDEMNIFY, AND DEFEND CLAUSE

8.01 Any Contractor or subcontractor performing work in connection with Drawings and Specifications for this Project shall hold harmless, indemnify, and defend Owner and Engineer, their consultants and each officer, agent, and employee from any and all liability claims, losses, or damage arising out of or alleged to arise from Contractor (or subcontractor) negligence in performance of work described in Contract Documents, but not including liability due to sole negligence of Owner, Engineer, their consultants, officers, agents, or employees.

ARTICLE 9 BUY AMERICAN: STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS

- 9.01 Contractor agrees only domestic steel and manufactured products will be used by Contractor, subcontractors, materialmen, and suppliers in performance of this contract, as defined in (B).
- 9.02.1 Terms that may apply to this clause:
 - A. Components: Articles, materials, and supplies incorporated directly into steel and manufactured products.
 - B. Cost of Components: Costs for production of components, exclusive of final assembly labor costs.
 - C. Steel and Manufactured Products:
 - 1. those produced in the United States; or
 - manufactured product produced in the United States, if cost of components mined, produced, or manufactured in the United States exceeds 60 percent of cost of all components and final assembly takes place in the United States.

ARTICLE 10 DISADVANTAGED BUSINESS ENTERPRISE CONTRACT PROVISIONS

10.01 PART A

- A. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in performance of contracts financed in whole or part with Federal funds provided under this Agreement. Consequently, DBE requirements of 49 CFR Part 26 apply to this agreement.
- B. DBE Obligation. Contractor agrees to ensure disadvantaged business enterprises as defined in 49 CFR Part 26 have maximum opportunity to participate in performance of contracts and subcontracts financed in whole or part with Federal funds provided under this Agreement. In this regard, all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure disadvantaged business enterprises have maximum opportunity to compete for and perform contracts. Contractors shall not discriminate based on race, color, national origin, or sex in award and performance of DOT-assisted contracts.
- C. Compliance. All Bidders and potential Contractors hereby ensure to include the noted clauses in all subcontracts, which offers further subcontracting opportunities.

10.02 PART B

- A. It is further understood and agreed:
 - award procedure for this solicitation will include selection criteria of 49 CFR Part 26.45(i) to
 ensure prime contracts are awarded to competitors meeting Disadvantaged Business
 Enterprise (DBE) goals.
 - notification is hereby given that DBE goals are established for this prime contract. Goal for firms owned and controlled by socially and economically disadvantaged individuals is 1.62% of the dollar value of this Contract.
- B. After opening bids, apparent successful Bidder will be required to submit names and addresses of DBE firms who will participate in the contract along with a description of Work performed by each named firm and dollar value for each contract (subcontract). If responses do not clearly show DBE participation will meet noted goals, apparent successful Bidder must provide documentation clearly demonstrating, to airport sponsor satisfaction, of good faith efforts in attempting to do so and meeting said goals is not reasonably possible. A bid failing to meet requirements is considered nonresponsive.
- C. Agreements between Bidder/Proposer and a DBE who promises not to provide subcontracting quotations to other bidders/proposers are prohibited. All bidders/proposers shall make a good faith effort to replace a DBE subcontractor unable to perform successfully with another DBE subcontractor.
 - Bidder shall establish/maintain records and submit regular reports, as required, to identify
 and assess progress in achieving DBE subcontract goals and other DBE affirmative action
 efforts.

IN WITNESS WHEREOF, parties hereto executed this agreement the day and year noted herein.

Scott Selsor Construction, LLC	City of Clinton
Stott Julan	
Scott Selsor, Owner	David Berrong, Mayor
Arott Alser	
CONTRACTOR ATTEST	CITY CLERK (ATTEST)
APPROVED as to form and legality thisday of	, 20
	MUNICIPAL COUNSELOR

AFFIDAVIT

(must be signed and notarized before contract becomes effective)

(must be signed and notarized before contract becomes effective)
STATE OF (WWW A 1979)
COUNTY OF (WSter)
I,, of lawful age, being first duly sworn on oath say:
A. I am a duly authorized agent of, Contractor, under
Contract (attached to this statement), for certifying facts pertaining to giving of things of value to the
government personnel to procure said Contract;
B. I am fully aware of facts and circumstances surrounding the making of contract (attached) and personally and directly involved in proceedings leading to procurement of said Contract; and
C. Neither Contractor nor anyone subject to Contractor direction or control paid, gave, donated, or
agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or
other thing of value, directly or indirectly, in procuring the contract to which this statement is attached.
Statt John
Scott Selsor, Owner
I vA.
Subscribed as to form and legality this day of
Molgan Wholeom Notary Public/Clerk/Judge
\mathcal{U}
My Commission Expires July 20, 2020 MORGAN MCBROOM Notary Public - State of Oklahoma Commission Number 22009834 My Commission Expires Jul 20, 2026

CERTIFICATE OF NON-DISCRIMINATION

In connection with performance of Work under this Contract, Contractor agrees:

- A. not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or ancestry. Contractor shall take affirmative action to ensure employees are treated without regard to race, creed, color, sex, national origin, or ancestry. Such actions shall include but not be limited to employment, upgrading, demotion or transfer, recruiting/recruitment advertising, layoff/termination, rates of pay/other forms of compensation, and selection for training (including apprenticeship). Contractor and subcontractor shall agree to post in a conspicuous place Owner-provided notices setting forth provisions of this section available to employees and applicants for employment.
- B. In the event of Contractor non-compliance with this non-discrimination clause, Owner may cancel or terminate contract. Owner may declare Contractor ineligible for further contracts with the said agency until Contractor provides satisfactory proof of intent to comply.
- C. Contractor agrees to include this non-discrimination clause in any subcontracts connected with performance of this Agreement.

I read stated clause and agree to abide by its requirements:

Scott Selsor, Owner

ATTEST:

Witness

PERFORMANCE BOND KNOW ALL MEN BY THESE PRESENTS, that Scott Selsor Construction LLC Principal, hereinafter called as RLI Insurance Company , a corporation organized and existing Contractor, and Illinois under the laws of the State of _____, as Surety, hereinafter called Surety, are held and firmly bound unto ____ City of Clinton ____, as Obligee, hereinafter called Owner, in One Million Six Hundred Twelve Thousand Four Hundred Seventy-Nine and 60/100s the amount of 1,612,479.60 ______) for payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated <u>July 15th</u>, <u>2025</u>, entered into a Contract with Owner for: Construct Hangars, <u>AIP 3-40-0021-022-2025</u>, <u>AIG 3-40-0021-023-2025</u>, <u>ODAA CLK-26H-FS</u> in accordance with Drawings and Specifications prepared by Parkhill, 14101 Wireless Way, Suite 350, Oklahoma City Oklahoma 73134. Which Contract is by reference made a part hereof and hereinafter referred to as Contract.

NOW, THEREFORE CONDITION OF THIS OBLIGATION is if Contractor shall promptly and faithfully perform said Contract, this obligation shall be null and void, otherwise remaining in full force and effect.

Surety hereby waives notice of any alteration or extension of time made by Owner,

When Contractor shall be and declared by Owner to be in default under Contract, Owner having performed Owner's obligations thereunder, Surety may promptly remedy default or promptly:

- A. Complete Contract in accordance with terms and conditions: or
- B. Obtain bid(s) for completing Contract in accordance with terms and conditions, and upon determination by Surety, of lowest responsible bidder, or, if Owner elects upon determination by Owner and Surety jointly of lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though a default or succession of sufficient funds pay cost of completion arranged under this paragraph) sufficient funds to pay cost of completion less balance of contract price; but not exceeding, including other costs and damages

for which Surety may be liable hereunder, amount set forth herein. "Balance of contract price," as used in this herein, shall mean total amount payable by Owner to Contractor under Contact and any amendments thereto, less amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before expiration of one year from date on which Final Payment under the Contract falls due.

No right of action shall accrue on this bond to or for use of any person or corporation other than Owner named herein or heirs, executors, administrators, or successors of Owner.

Signed and sealed this ___8 day of _ August 2025 in the presence of:

> Scott Selsor Construction, LLC (Contractor)

Scott Selsor

RLI Insurance Company

(Surety)

(Witness)

(Seal)

Jeffrey Ber

STATUT	ORY BOND	
KNOW ALL MEN BY THESE PRESENTS, that	Scott Selsor Constru	iction LLC
and RLI Insurance Cor	npany	, a corporation
authorized under the laws of the State of		and authorized
to transact business in the State of Oklahoma, as Su	rety, are held and firmly bound	d unto in the penal sum,
City of Clinto	n	(Owner) of
One Million Six Hundred Twelve Thousand Four Hun	dred Seventy-Nine and 60/100s	_Dollars
(\$1,612,479.60)		
in lawful money of the United States of America, for ourselves and each of us, our heirs, executors, admisseverally, firmly by these presents: Dated this 8 day of August , 202 CONDITION OF FOREGOING OBLIGATION OF City of Clinto (Owner), dated July 15 , 2025 onstruct Hangars, AIP 3-40-0021-022-2025	inistrators, trustees, successor, 25 ATION IS SO WHEREAS, so n , for	and assigns, jointly and
	erefore made part of said Con y Blvd, Clinton, OK 73601 dress of Owner)	
NOW THEREFORE, if said Principal shall	•	adness incurred by said
Principal or subcontractor of said Principal who perf and materials, rental of machinery or equipment, and	form Work in performance of s	such Contract, for labor

in performance of said Contract within 30 days after that same becomes due and payable, person, firm, or corporation entitled thereto may sue and recover on this Bond, amount so due and unpaid.

It is further expressly agreed and understood by parties hereto that no changes or alterations in said Contract nor deviations from plan or mode of procedure herein fixed shall release sureties from obligations of this Bond.

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

Scott Selsor Construction, LLC

(Contractor)

By A COLD (Seal)

Jeffrey Berron

Scott Selsor

RLI Insurance Company

torney-In-Fact

(Surety)

01211621.90

07/25

(Witness)

KNOW ALL M	IEN BY THESE PR	ESENTS, that _	Scott Selso	or Construction LLC	
				RLI Insurance Comp	any
				nois and auth	
to transact busi	ness in the State of C	oklahoma, as Su	rety, are held and	firmly bound unto	
City of Clint	on (Owner) in	the penal sum (of One Million	Six Hundred Twelve Thousar	ıd
Four Hundred	Seventy-Nine and 6	30/100s Do	llars (\$ <u>1,612,4</u>	79.60).	
payment of wh	nich, well and truly	y made, we bir	nd ourselves and	al to 100 percent of contract pride to 100 percent of us, our heirs, exect, firmly by these presents.	
The cor	ndition of this obligat	tion is such that:			
WHER	EAS, said Principal e	entered a written	Contract with _	City of Clinton	
	(Owner) dated	Ju	ılv 15 20	25 , for:	
	(Owner) dated			·	
				21-023-2025, ODAA CLK	26H-
onstruct Hang	gars, AIP 3-40-00	021-022-2025	, AIG 3-40-002	21-023-2025, ODAA CLK	1 to 11 to 1
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onstruct Hangall in compliance office of: NOW, 7	gars, AIP 3-40-00 se with Plans and Sp City of Clinto THEREFORE, if said	pecification there on, 415 Gary I (Name and Add) I Principal shall(Owner) all	efore, made a par Blvd, Clinton, C dress of Owner) pay or cause to b	21-023-2025, ODAA CLK and on file of Said Contract and on file ook 73601	in the
onstruct Hangall in compliance of: NOW, To City of the defective materials.	gars, AIP 3-40-00 se with Plans and Sp City of Clinto THEREFORE, if said	pecification there on, 415 Gary I (Name and Add I Principal shall (Owner) all in connection wi	efore, made a par Blvd, Clinton, C dress of Owner) pay or cause to b	21-023-2025, ODAA CLK and on file and contract and on file and contract and on file and contract	in the
onstruct Hang	gars, AIP 3-40-00 ee with Plans and Sp City of Clinto THEREFORE, if said f Clinton erials/workmanship i	occification there on, 415 Gary I (Name and Add Principal shall (Owner) all in connection wi	efore, made a par Blvd, Clinton, Odress of Owner) pay or cause to be I damage, loss, ar th said work, occur of Clinton	21-023-2025, ODAA CLK of said Contract and on file oK 73601 e paid to and expense that may result by resurring within one year from and(Owner);	in the

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

Dated this 8 day of August , 2025.

Scott Selsor Construction, LLC (Contractor)

By Scott Selsor (Seal)

Scott Selsor

RLI Insurance Company
(Surety)

Ву

SE. SE.

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615 Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired. That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint: Brad Berrong, Ed Berrong, Jr., Stewart Berrong, Jeff Berrong, Michael Berrong, jointly or severally in the City of _ Weatherford _, State of _ Oklahoma____ its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million **\$25,000,000.00**) for any single obligation. The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company. RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit: "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile." IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective ______Sr. Vice President with its corporate seal affixed this 29th day of **RLI Insurance Company** Contractors Bonding and Insurance Company Eric Raudins Sr. Vice President LLINOIS State of Ohio County of Cuyahoga CERTIFICATE 29th day of April, 2025, before me, a Notary Public, appeared <u>Eric Raudins</u>, who being by me duly swom, l, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify On this _, before me, a Notary Public, personally appeared ___ acknowledged that he signed the above Power of Attorney as the aforesaid that the attached Power of Attorney is in full force and effect and is officer of the RLI Insurance Company and/or Contractors Bonding and irrevocable; and furthermore, that the Resolution of the Company as Insurance Company and acknowledged said instrument to be the voluntary set forth in the Power of Attorney, is now in force. In testimony act and deed of said corporation. whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors, Bonding and Insurance Company this _ day of HUGUST RLI Insurance Company **Contractors Bonding and Insurance Company** Jill A. Scott Notary Public

JILL A SCOTT Notary Public State of Ohlo ly Comm. Expires

eptember 22, 2025

Corporate Secretary

CERTIFICATE OF COMPLIANCE WITH STATUS VERIFICATION SYSTEM FOR CONTRACTOR AND SUBCONTRACTOR EMPLOYEES

Title 25 Oklahoma Statutes Section 1313 B. (enacted by Oklahoma House Bill 1804 effective November 1, 2007) provides that after July 1, 2008, no public employer (City or related public trusts) "shall enter into a contract for the physical performance of services within this state unless the Contractor registers and participates in the Status Verification System to verify the work eligibility status of all new employees."

As a condition of contract award to Scott Selsor Construction, LLC, for Construct Hangars

said Contractor represents and warrants it has used the Status Verification System to verify work eligibility status (i.e. not an unauthorized alien as defined in Section 1324a(h)(3) of Title 8 of the United States Code) of all employees hired since July 1, 2008, who will perform under Contract and verified (or will within 10 days of Bid Award and prior to Notice to Proceed) any subcontractors used also verified work eligibility status of its employees hired since July 1, 2008, it will use in performing services under the above Contract.

Dated this day of August, 2025.

Scott Selsor Construction, LLQ

Scott Selsor, Owner

Witness

Name, Title

APPOINTMENT OF AGENT

The City of Clinton, Oklahoma, hereinafter referred to as "City," does hereby appoint "Scott Selsor Construction, LLC" an Oklahoma Corporation, acting through officers, employees, and subcontractors, hereinafter referred to as "Agent" of City for the sole purpose of completing Construct Hangars, AIP 3-40-0021-022-2025, AIG 3-40-0021-023-2025, ODAA CLK-26H-FS, CLINTON REGIONAL AIRPORT, under a contract dated the 15th day of July, 2025, being constructed in Clinton, Oklahoma, hereinafter referred to as "Project," for City use. Agent agrees to act as agent for City subject to provisions of this Appointment.

Legal title to all tangible personal property purchased, and right to direct use of all tangible personal property rented, by agent pursuant to this appointment shall pass directly from vendor to City. Agent shall designate on purchase orders and elsewhere as appropriate when making purchases pursuant to this appointment, the following legend:

"Scott Selsor Construction, LLC has been appointed agent for Clinton, Oklahoma, for property described herein. Upon passage of title, all such property will be included in Project owned by City. Title to all such property shall pass to said City from vendor F.O.B. place specified in this purchase order. All such property is exempt from Oklahoma sales and use taxes and/or City sales taxes."

Rental agreements relating to such property shall contain suitable provisions which disclose Agent's agency and indicate no Oklahoma sales, use, or City sales tax is payable.

Agent agrees not to purchase or rent any tangible personal property pursuant to this appointment unless such property is authorized for inclusion in or exclusive use in construction of Project described herein. Agent shall not have the power to appoint any other person or entity as agent for City.

Agent shall be responsible in a separate capacity for payment of purchase price or other consideration for property purchased or rented as Agent and not have power to bind City to any financial or other commitments or obligations. Agent shall hold City harmless from liability for, or arising out of, purchase, rental, or use of the property purchased or rented hereunder.

Appointment shall be effective upon execution by City acting through Mayor, by Agent, and binding upon successor of the parties hereto.

Executed by the undersigned Mayor of City of Clinton, Oklahoma, on behalf of City of Clinton on this <u>15th</u> day of <u>July</u>, <u>2025</u>.

City of Clinton

73-6005149

Tax Exemption Number

David Berrong, Mayor

Scott Selsor Construction, LLC

Scott Selsor, Owner

AGENT'S MAILING ADDRESS:

301 S 8th St Weatherford, Oklahoma 73096 580-302-1462